



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

SMALL CRAFT HARBOR COMMISSION

AGENDA

August 10, 2011

10:00 A.M.

**BURTON W. CHACE PARK COMMUNITY ROOM
13650 MINDANAO WAY
MARINA DEL REY, CA 90292**

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF MINUTES**

Small Craft Harbor Commission Meeting of July 13, 2011

3. **COMMUNICATION FROM THE PUBLIC**

This is the opportunity for members of the public to address the Commission on items that are not on the posted agenda, provided that the subject matter is within the jurisdiction of the Commission. Speakers are reminded of the three-minute time limitation.

4. **REGULAR REPORTS**

(DISCUSS REPORTS)

- a. Marina Sheriff - July
 - Crime Statistics
 - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages

- b. Marina del Rey and Beach Special Events (DISCUSS REPORT)

- c. Marina del Rey Convention and Visitors Bureau (PRESENTATION)

5. **OLD BUSINESS**

- a. Election of Commission Officers (ACTION REQUIRED)

6. **NEW BUSINESS**

- a. Approval of Renewal of Option to Amend Lease Agreement for Parcel 10 and Approval of Renewal of Option to Lease Agreement for Parcel FF. (RECOMMEND TO BOARD OF SUPERVISORS)

7. **STAFF REPORTS**

(DISCUSS REPORTS)

Ongoing Activities

- Board Actions on Items Relating to Marina del Rey
- Regional Planning Commission's Calendar
- Venice Pumping Plant Dual Force Main Project Update
- Oxford Basin Project Update
- Redevelopment Project Status Report
- Design Control Board Minutes
- Unlawful Detainer Actions
- Bike Access on Strip of Land between Ocean Front Walk and the Beach (Presentation)
- Marina Slip Vacancy Report (Presentation)
- Revisions to County Ordinance

8. **ADJOURNMENT**

PLEASE NOTE

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 ~ 2 (part), 1993, relating to lobbyists. Any person who seeks support or endorsement from the Small Craft Harbor Commission on any official action must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.

2. The agenda will be posted on the internet and displayed at the following locations at least 72 Hours preceding the meeting date:

Department of Beaches and Harbors Website Address: <http://marinadelrey.lacounty.gov>

Department of Beaches and Harbors
Administration Building
13837 Fiji Way
Marina del Rey, CA 90292

MdR Visitors & Information Center
4701 Admiralty Way
Marina del Rey, CA 90292

Burton Chace Park Community Room
13650 Mindanao Way
Marina del Rey, CA 90292

Lloyd Taber-Marina del Rey Library
4533 Admiralty Way
Marina del Rey, CA 90292

3. The entire agenda package and any meeting related writings or documents provided to a Majority of the Commissioners (Board members) after distribution of the agenda package, unless exempt from disclosure Pursuant to California Law, are available at the Department of Beaches and Harbors and at <http://marinadelrey.lacounty.gov>

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9586.

ADA ACCOMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (310) 305-9590 (Voice) or (310) 821-1734 (TDD).

SMALL CRAFT HARBOR COMMISSION MINUTES

July 13, 2011 – 10:00 a.m.

Commissioners: Russ Lesser, Chair; Dennis Alfieri, Vice Chair; Vanessa Delgado, Commissioner; Allyn Rifkin, Commissioner (excused absence); David Lumian, Commissioner.

Department of Beaches and Harbors: Santos Kreimann, Director; Gary Jones, Deputy Director; Charlotte Miyamoto, Chief of Asset Management Division; Penelope Rodriguez, Program Manager I, Community and Marketing Services Division.

County: Thomas Faughnan, Principal Deputy County Counsel; Sergeant Anthony Easter, Sheriff's Department; Deputy Bryan White

Call to Order and Pledge of Allegiance:

Chair Lesser called the meeting to order at 10:05 a.m., followed by the Pledge of Allegiance.

Approval of Minutes:

Motion to approve by Commissioner Delgado, seconded by Commissioner Alfieri, unanimously approved.

Item 3 – Communication from the Public:

John Rizzo commented on the cancellation of the July 4th fireworks program. He also commented that there should be additional signage directing the public to the amenities in the Marina. He also suggested that vacant properties should be fully leased.

Commissioner Alfieri stated he believed that the fireworks show should take place next year.

Mr. Kreimann spoke of the financial responsibilities required for putting on a show and stated he is working on potential funding sources for next year.

Chair Lesser asked staff to comment on the recent article about the cleanliness of beach restrooms.

Mr. Kreimann stated that the issue was about the hours of access to the restrooms, not cleanliness. The issue is now resolved. The complaints of cleanliness concerned restrooms at Long Beach, Santa Monica and Venice Beach; the Department does not maintain these facilities.

Jon Nahhas spoke of the impact of the cancellation of the July 4th fireworks celebration and presented a vacancy report to the Commission that was designed to demonstrate vacancy on an anchorage-by-anchorage basis.

Chair Lesser spoke about the report prepared by Jon Nahhas.

Mr. Kreimann spoke about the vacancy problem all along the coast and gave the example of the County's anchorage at Parcel 47. The anchorage is outdated and does not have the type of amenities boaters expect today.

Commissioner Lumian asked if any upgrade had been completed.

Mr. Kreimann replied that although on-going maintenance had been completed, the anchorage is still in need of replacement. The Department will review Mr. Nahhas's vacancy report and report back to the Commission at next month's meeting.

Mr. Jones stated that similar data was presented to the Commission a few months ago during presentation of the County's proposed master waterside Coastal Development Permit application.

Chair Lesser said it would be nice to find the reason for the high vacancy rate.

Mr. Kreimann spoke of the high number of vacancies in the smaller slips.

Commissioner Lumian stated he had heard that some slips were not rented because they were impaired.

Mr. Jones confirmed that there are slips that are not marketable and staff will present this information at next month's meeting.

Chair Lesser commented that boating is a luxury, not a necessity.

Item 4a - Sheriff Regular Reports

Sergeant Easter presented a six-month crime statistic report to the Commission.

Chair Lesser commented that the report looked good and that Marina del Rey appears to be a safe community.

Sergeant Easter shared that the report is very favorable compared to last year.

Chair Lesser thanked the sheriff for doing a great job in safeguarding Marina del Rey.

Deputy Bryan White gave the live-a-board report.

Item 4b – Marina del Rey and Beach Special Events Report

Ms. Rodriguez provided the report.

Commissioner Lumian commented on Chair Lesser's band's forthcoming performance at Fisherman's Village on July 31.

Item 6a – Presentation of Award to Marina del Rey Community Boating Council for Outstanding Outreach and inclusion on behalf of the U.S. SAILING Community Sailing Council

Commissioner Lumian gave an introduction of the award to the Marina del Rey Community Boating Council.

Richard Windebank talked about the boys' and girls' sailing program and thanked the community and the department's support.

Barry Fisher spoke of the need for improvement in the Marina Beach area for small boaters and rowers.

Steven Cho spoke of the facility improvement plan and shared that it should also include canoes, kayaks, stand up paddle boards, etc.

Jon Nahhas asked Commissioner Lumian questions about his involvement with the boating council.

Mr. Faughnan reminded the Commission that public comment on agenda items is for the public to voice their opinions on those subjects, not have questions answered.

Jon Nahhas commented that he felt it was inappropriate for Commissioner Lumian to present the Award.

Item 6b – Election of commission Officers

Chair Lesser suggested that the election be held over until the next meeting, when all commissioners are present.

Mr. Faughnan confirmed it can be on next agenda item.

Jon Nahhas made a comment on the rules of the Small Craft Harbor Commission.

Mr. Faughnan made a brief comment on the rules.

Commissioner Delgado stated that the Commission had previously waived certain Commission rules by allowing the public longer to speak on items.

Item 6c – Approval of Amendment No. 1 to Lease No. 76494 with Santa Monica Windjammers Yacht Club (Parcel 47 at 12589 Mindanao Way), Marina del Rey to extend the term of the existing lease by three years and to revise the early termination provision

Mr. Jones presented the report.

Commissioner Lumian disclosed that he is a member of the Santa Monica Windjammers Yacht Club.

Motion to approve by Commissioner Lumian, seconded by Commissioner Delgado, unanimously approved.

Item 7a – Staff Report

Mr. Jones delivered the staff report.

Commissioner Alfieri requested that the Commission receive the bike access comment report once compiled.

Mr. Kreimann stated that the traffic engineer will be invited to make a presentation at the next meeting and will provide the plan once available.

Jon Nahhas talked about the slip vacancy report.

Commissioner Delgado asked the source of the data.

Jon Nahhas responded the data was collected from the Department's website.

Chair Lesser reminded staff to provide the report at the next meeting.

John Rizzo talked about the bike path meeting.

Adjournment

Chair Lesser adjourned the meeting at 11:30 a.m.



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MARINA DEL REY STATION
PART I CRIMES JULY 2011**



	West Marina 2760	East Marina 2761	Lost R.D. 2762	Marina Water 2763	Upper Ladera 2764	County Area 2765	Lower Ladera 2766	Windsor Hills 2767	View Park 2768	TOTALS
Homicide										0
Rape									1	1
Robbery: Weapon				1			1			2
Robbery: Strong-Arm										0
Aggravated Assault	3						1			4
Burglary: Residence	1			1	1		2	3	5	13
Burglary: Other Structure	4							2		6
Grand Theft	9			1			2	1	3	16
Grand Theft Auto	3						1		1	5
Arson										0
Boat Theft										0
Vehicle Burglary	5				2	2	4	5	3	21
Boat Burglary	1			1						2
Petty Theft	6	5	1					2	3	17
REPORTING DISTRICTS TOTALS	32	5	1	4	3	2	11	13	16	87

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared** August 02, 2011
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 2 CRIMES - JULY 2011



Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide	0	0
Rape	0	0
Robbery: Weapon	0	1
Robbery: Strong-Arm	0	0
Aggravated Assault	0	1
Burglary: Residence	1	2
Burglary: Other Structure	0	0
Grand Theft	0	2
Grand Theft Auto	0	1
Arson	0	0
Boat Theft	0	0
Vehicle Burglary	2	4
Boat Burglary	0	0
Petty Theft	0	0
Total	3	11

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared** August 02, 2011
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- JULY 2011



	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2768)
Part I Crimes		
Homicide	0	0
Rape	0	1
Robbery: Weapon	1	1
Robbery: Strong-Arm	0	0
Aggravated Assault	3	1
Burglary: Residence	2	11
Burglary: Other Structure	4	2
Grand Theft	10	6
Grand Theft Auto	3	2
Arson	0	0
Boat Theft	0	0
Vehicle Burglary	5	16
Boat Burglary	2	0
Petty Theft	12	5
Total	42	45

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared –** August 02, 2011
CRIME INFORMATION REPORT - OPTION B



MARINA DEL REY HARBOR LIVEABOARD COMPLIANCE REPORT 2011



Liveaboard Permits Issued

	June	July
New permits Issued:	3	1
Renewal Issued:	15	29
<hr/>		
Total:	18	30
Notices to Comply Issued:	25	44

Totals:	June	July
<hr/>		
Liveaboard:	287	284
Current Permits:	183	189
Expired Permits:	92	67
No Permits:	12	28

Total reported vessels in Marina del Rey Harbor:

4411

Percentage of vessels that are registered liveaboards

6.44%

Number of currently impounded vessel:



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Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

August 4, 2011

TO: Small Craft Harbor Commission

FROM: *Gary Jones*
for Santos H. Kreimann, Director

SUBJECT: **AGENDA ITEM 4b – BEACH AND MARINA DEL REY SPECIAL EVENTS**

MARINA DEL REY EVENTS

MARINA DEL REY WATERBUS

Through September 5

For fun on the weekend, ride the Marina del Rey WaterBus. Park your car and ride the WaterBus for a unique water's-eye view of Marina del Rey. Seven boarding stops throughout the Marina offer opportunities to shop or dine in one of the most beautiful Southern California residential and tourist areas. Bikes and strollers welcome on board, no pets allowed. Fare is \$1.00 per person, one way. Season passes are available for \$30.00.

Through September 5

Fridays: 5:00 pm - midnight

Saturdays: 11:00 am - midnight

Sundays: 11:00 am - 9:00 pm

Marina Summer Concert Schedule

Thursday concert nights

August 4: 5:00 pm - midnight

August 18: 5:00 pm - midnight

Holiday Schedule

Labor Day: 11:00 am - 9:00 pm

WaterBus attendants will arrange for land taxi service for passengers needing special assistance to any WaterBus boarding stop for the \$1.00 fare.

Boarding locations are:

Marina "Mother's" Beach (ADA accessible)
4101 Admiralty Way

Fisherman's Village
13755 Fiji Way

Burton Chace Park (ADA accessible)
13650 Mindanao Way

Waterfront Walk (ADA accessible)
Fire Station #110 Dock
4433 Admiralty Way

13800 Bora Bora Way, Fuel Dock Gate

Esprit 1 (ADA Accessible)
13900 Marquesas Way, Dock Gate, Slip #B-602 ½

Ample parking is available at nearby Los Angeles County lots for a reasonable fee.

For more information call: (310) 628-3219

THE MARINA DEL REY SUMMER CONCERT SERIES 2011

Waterside at Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
Through August 27, from 7:00 pm - 9:00 pm

Classical Thursdays

August 4

Lindsay Deutsch, brilliant violinist, returns to these classical concerts to play the *Violin Concerto* by Erich Wolfgang Korngold. The orchestra also plays *Overture to "Candide"* and *Symphonic Dances* by Leonard Bernstein.

August 18

Claire Huangci, young piano virtuoso, makes her second appearance at these classical concerts, playing *Concerto for Piano for the Left Hand* by Maurice Ravel and *Piano Concerto, No. 1* by Serge Prokofiev. The orchestra is heard in *Pacific 231* by Arthur Honegger and *Romeo and Juliet Overture Fantasy* by Pyotr Tchaikovsky.

Pop Saturdays

August 13

Aimee Mann, alternative-rock, folk-pop singer-songwriter, who has been praised for her resonant voice, imaginative lyrics, and beautiful melodies, appears in concert with her band to perform some of her most insightful and introspective songs.

August 27

Frankie Avalon, legendary entertainer, will perform many of his chart-topping hits, including "Venus" and "Why", along with songs made famous in his numerous motion picture and television roles.

For more information call: Marina del Rey Visitors Center at (310) 305-9545

FISHERMAN'S VILLAGE WEEKEND CONCERTS

Sponsored by Pacific Ocean Management, LLC

All concerts are from 2:00 pm – 5:00 pm

Saturday, August 6

Brasil Brazil, playing Bossa Nova/Samba

Sunday, August 7

2AZZ1, playing Smooth Jazz

Saturday, August 13

Hound Dog Dave & the Meltones, playing American Music

Sunday, August 14

Bob DeSena, playing Latin Jazz

Saturday, August 20

The Surf Rockers, playing 60's Classic Surfing Music

Sunday, August 21

The Elian Project, playing Latin Contemporary

Saturday, August 27

The Doo Wah Riders, playing Country, Rock-a-Billy

Sunday, August 28

Rod Hall, playing R&B

For more information call: Pacific Ocean Management at (310) 822-6866

SUNSET SERIES SAILBOAT RACES

Marina del Rey

Wednesdays through September 7

5:30 pm – 8:00 pm

Spectators can enjoy these races from the comfort of one of the restaurants with views of the Main Channel on Wednesday evenings between 5:30 pm (sailboats leaving the harbor) and 8:00 pm (race finishes at California Yacht Club).

For more information call: (310) 823-4567

BEACH EVENTS

BEACH SHUTTLE

Through September 5

Fridays and Saturdays from 10:00 am – 10:00 pm

Sundays and Holidays from 10:00 am – 8:00 pm

Catch a free ride on the Beach Shuttle to and from Playa Vista, Marina del Rey and the Venice Pier. Enjoy the surf, sand, and surroundings of Marina del Rey in a hassle-free and relaxing way. The Beach Shuttle operates weekends, holidays and during the Thursday Marina del Rey Summer Concerts.

For more information call: Marina del Rey Visitors Center at (310) 305-9545

SHORE FISHING

Dockweiler Youth Center ♦ 12505 Vista del Mar ♦ Los Angeles, CA 90245

Saturdays: 9:00 am – 11:00 am

Los Angeles County Department of Beaches and Harbors is offering an introduction to shore fishing class. Come enjoy a beautiful morning of fishing from the shores of Dockweiler Beach. Fishing poles and bait will be provided at no cost. All ages are welcome. Anyone under the age of 12 years old must be accompanied by an adult. Anyone over the age of 16 years old must present a valid California fishing license to participate. Please call to pre-register at (310) 726-4128. ***Limited to 10 participants per session.**

Fishing Dates: August 6, August 13 and August 27

For more information call: (310) 726-4128

SANTA MONICA PIER TWILIGHT DANCE SERIES

Santa Monica

Thursdays from 7:00 pm – 10:00 pm

Through September 8

This dance series features free concerts on the Santa Monica Pier every Thursday night. The concerts will showcase a different musical theme each night.

For more information call: (310) 458-4939 or visit www.santamonicipier.org

FREE FISHING DAY

Saturday, September 3

The Department of Fish and Game offers a "Free Fishing Day" Saturday, September 3rd. There is no fishing license required to fish in California on this day. This is a great, low-cost way to give fishing a try.

For more information call: The Department of Fish and Game at (916) 928-5805 or visit www.dfg.ca.gov/licensing/fishing/freefishdays.html.

FIESTA HERMOSA

Hermosa Beach

Labor Day Weekend, September 3, 4 & 5

10:00 am – 6:00 pm

The annual Labor Day weekend of festivities will take place in downtown Hermosa along Hermosa Avenue, Pier Avenue and Pier Plaza. The three-day event, organized by the Chamber of Commerce, will include over 300 vendors, food booths, children's rides, entertainment stages and a beer garden.

For more information call: Chamber of Commerce at (310) 376-0951 or visit www.fiestahermosa.com

COASTAL CLEANUP DAY

Heal the Bay

Saturday, September 17

9:00 am - 12:00 pm

Coastal Cleanup Day is a great opportunity for you, your family, friends and neighbors to join together to take care of our fragile marine environment. Show community support for our shared natural resources, learn about the impact of marine debris and how we can prevent it, and have some fun! ***If you volunteer just one day a year, this is the event!***

For more information call: Heal the Bay at (800) HEALBAY or visit www.healthebay.org.



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Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

August 4, 2011

TO: Small Craft Harbor Commission

FROM: ^{Gary Jones}
for Santos H. Kreimann, Director

SUBJECT: **AGENDA ITEM 5a – ELECTION OF COMMISSION OFFICERS**

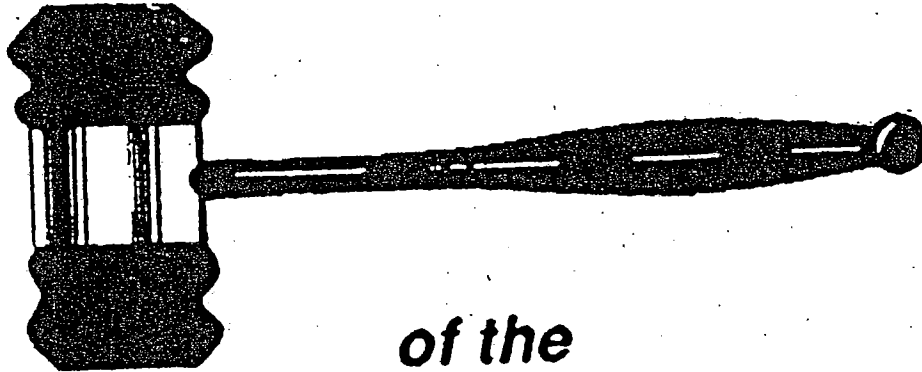
The election of the Commission Chair and Vice-chair is included as Item 5a on your agenda.

Please contact me at (310) 305-9522 if you have any questions or need additional information.

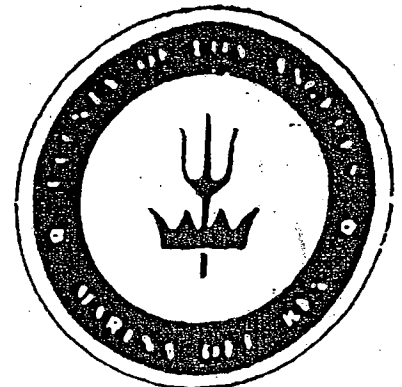
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Rules



of the
**Los Angeles County
Small Craft Harbor
Commission**



RULES OF THE SMALL CRAFT HARBOR COMMISSION
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RULES OF THE
SMALL CRAFT HARBOR COMMISSION

CHAPTER I
GENERAL PROVISIONS

Section 1. APPLICATION. These rules shall apply to the Small Craft Harbor Commission of the County of Los Angeles (the "COMMISSION").

Section 2. RULES OF ORDER. The proceedings of the Commission shall be governed by the Ralph M. Brown Act (the "Brown Act"), and such other laws of the State of California as may apply, and to the extent the Brown Act and other statutory laws of the State of California do not apply, by Robert's Rules of Order, newly revised, except as herein otherwise provided (collectively, the "Rules"). The foregoing notwithstanding, compliance with the Rules shall not be mandatory except to extent required by law. The County Counsel shall act as parliamentarian and, on request of the Chairman, shall give parliamentary advice.

CHAPTER II
COMMISSION MEETINGS

Section 3. REGULAR MEETINGS. The regular meetings of the Commission shall be held on the second Wednesday of each month, commencing at the hour of 9:30 a.m., in the Community Room of Los Angeles County's Department of Beaches and Harbors' Chace Park, at 13650 Mindanao Way, Marina del Rey, California or such other day, time, or place, as the Commission may decide for its next scheduled regular meeting. If any regular meeting day falls upon a holiday, the regular meeting of the Commission shall be held at the same place upon the first succeeding day which is not a holiday commencing at the same hour.

Section 4. SPECIAL MEETINGS. The Commission may elect to hold a special meeting on a day, at a time, or in a location other than that prescribed in Section 3 for regular meetings. All Rules pertaining to regular meetings of the Commission shall apply to special meetings to the extent they may be applicable to the special meeting to be conducted.

Section 5. PUBLIC HEARINGS. The Commission may hold public hearings and may appoint one of its members to be the hearing officer, with responsibility for reporting his findings and recommendations to the Commission. Guidelines for public participation at a public hearing are included in Exhibit 1.

Section 6. QUORUM. A majority of the Commission shall constitute a quorum, and a quorum must be present for the Commission to conduct its business.

Section 7. MAJORITY VOTE. No act of the Commission shall be valid or binding unless a majority of the Commission concurs. However, if there is less than a majority vote of the Commission on an item, the Commission may refer the item to the Board of Supervisors with a notation of the Commission's vote.

CHAPTER III

ELECTION, POWERS, AND DUTIES OF CHAIRMAN AND VICE-CHAIRMAN

Section 8. ELECTION OF CHAIRMAN AND VICE-CHAIRMAN. At its January meeting, the Commission shall elect both a Chairman and a Vice-Chairman to serve until the next January regular meeting. No member of the Commission shall be elected to the same office for more than two consecutive terms of one year each.

Section 9. CHAIRMAN DUTIES AND POWERS. The Chairman shall possess the powers, and perform the duties prescribed, as follows:

- a. Have general direction over the Commission Meeting Room;
- b. Preserve order and decorum;
- c. Assure that attendance of the public at meetings in the Meeting Room shall be limited to the number which can be accommodated by the seating facilities regularly maintained therein;
- d. Allocate the length of time for public discussion of any matter in advance of such discussion, with the concurrence of the Commission;
- e. Allocate equal time to opposing sides insofar as possible taking into account the number of persons requesting to be heard on any side;
- f. Limit the amount of time that a person may address the Commission during a public discussion period in order to accommodate those persons desiring to speak and to facilitate the business of the Commission; and
- g. Appoint hearing officers and set dates for public hearings.

In the event of the resignation, removal, or death of the Chairman, the Vice-Chairman shall serve as Chairman for the remainder of the term.

Section 10. VICE-CHAIRMAN DUTIES AND POWERS. The Vice-Chairman shall have all of the powers and duties of the Chairman during the absence of, or inability to act of, the Chairman.

In the event of the resignation, removal, or death of the Vice-Chairman, or the assumption of duties and powers of the Chairman by the Vice-Chairman as provided in Section 9, the Commission shall elect another member to serve as Vice-Chairman until the end of the term.

CHAPTER IV CONDUCT OF MEETINGS

Section 11. PUBLIC MEETINGS. Meetings of the Small Craft Harbor Commission are open to the public.

1. The general public is invited to comment upon agenda items after introduction of the item by a member of the Commission or Department.
2. Individual speakers may be limited to specific time periods of not less than three minutes, and are requested to present information not already provided. Speakers will be recognized only once on a given item.
3. At the conclusion of the public comments the Commission will consider the item without any further comment or debate from the floor.
4. The "Communications From the Public" item on the agenda provides time for any party to address the Commission on any matters that are within the subject matter jurisdiction of the Commission. A person may make one presentation under this agenda item per Commission meeting. Individual speakers may be limited to specific time periods of not less than three minutes in length; the number of speakers under this item may be limited to five.
5. The Chairman, at his discretion, may alter or change the order in which agenda items are considered, depending upon his determination of the importance or urgency of an item.

6. The Chairman shall order removed from the Commission Meeting Room any person who commits the following acts with respect to a regular or special meeting of the Commission:

- a. Disorderly, contemptuous or insolent behavior toward the Commission or any member thereof, tending to interrupt the due and orderly course of said meeting;
- b. A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;
- c. Disobedience of any lawful order of the Chairman, which shall include an order to be seated or to refrain from addressing the Commission;
- d. Any other unlawful interference with the due and orderly course of said meeting.

Any such removal shall be effected by a peace officer upon being directed by the Chairman..

Section 12. ORDER OF BUSINESS. The business of each regular meeting of the Commission shall be transacted as far as practicable in the following order:

1. Call to order and action on absences.
2. Action on minutes of prior meeting.
3. Posted agenda items, e.g., regular reports, old business, new business, staff reports.
4. Items not on the posted agenda to be discussed and (if requested) placed on the agenda for action at a future meeting of the Commission, or items requiring immediate action because of an emergency situation involving severe impairment to the public health or safety or where the need to take action arose subsequent to the posting of the agenda.
5. Presentation of scrolls.
6. Comments by members of the public on matters that are within the subject matter jurisdiction of the Commission.

Section 13. AGENDAS AND POSTING REQUIREMENT. The Commission may set items for each agenda and Agendas will be posted at least 72 hours in advance of each meeting at the Administration building of the Department of Beaches and Harbors located at 13837 Fiji Way, Marina del Rey. The agenda will describe each agenda item to be considered, the proposed action, and the location and time of the meeting.

Section 14. MATTERS FOR CLOSED SESSIONS. The Brown Act allows the Commission to go into closed session to discuss the following matters:

1. The purchase, sale, or lease of real property with the agency's negotiator, or to instruct the negotiator.
2. Pending litigation.
3. National security, or the security of public buildings and/or threats to public access to public services and facilities.
4. The issuance of a license to a person with a criminal record.
5. The appointment, employment, performance, or dismissal of an employee, or to hear complaints or charges against an employee, unless the employee requests a public hearing.
6. Salaries, compensation, or fringe benefits for employees.

Section 15. CLOSED SESSIONS - PROCEDURES. In order to maintain compliance with the Brown Act, the intent of which is to insure that the public's business is conducted in open meetings, the following procedures will be followed whenever the Commission holds a closed session:

1. Prior to or after any closed session, the Commission must publicly state the general reason or reasons for the closed session. Specific statutory authority may be cited.
2. If the closed session is to discuss pending litigation which has been formally initiated before a court, an administrative body, a hearing officer, or an arbitrator, the title of the litigation must be cited in the public statement, unless it would jeopardize the County's ability to serve process on an unserved party or to conclude settlement negotiations, and a memorandum of reasons and authority for the closed

session shall be prepared by the County Counsel and filed with the minutes and records of the Commission.

3. In the closed session, the Commission may only discuss the matters covered in the public statement.
4. A minute book shall be kept of the topics discussed in the closed sessions and the decisions made. This book shall not be a public record and may only be viewed by members of the Commission, or court of general jurisdiction in the event of an alleged violation of the Brown Act.

CHAPTER V MISCELLANEOUS PROVISIONS

Section 16. SECONDED MOTION. Each motion made by any member of the Commission shall require a second. Motions and seconds may be made by any member of the Commission, including the Chairman.

Section 17. ROLL CALL. The roll need not be called in voting upon a motion except where specifically required by law or requested by a member. If the roll is not called, in the absence of objection the Chairman may order the item unanimously approved. When the roll is called on any motion, any commissioner present who does not vote in an audible voice shall be recorded as "Aye."

Section 18. SIGNS. Except with prior authorization of the Chairman, no placards, signs or posters or packages, bundles, suitcases or other large objects shall be brought into the Meeting Room.

Section 19. DISRUPTIONS. All demonstrations, including cheering, yelling, whistling, hand clapping and foot stamping are prohibited.

Section 20. DISTRIBUTION OF LITERATURE. Except with prior authorization of the Chairman, the distribution of literature, of whatever nature or kind, is prohibited.

Section 21. SMOKING. Smoking is prohibited in the Commission Meeting Room.

Section 22. ADDRESSING THE COMMISSION. No person shall address the Commission until he or she has first been recognized by the Chairman. The decision of the Chairman to recognize or not recognize a person may be changed by order of the Commission. All persons addressing the Commission shall give their names for the purpose of the record and state whether they are addressing

the Commission on their own behalf or the behalf of someone else. The Chairman may, in the interest of facilitating the business of the Commission, limit the amount of time which a person may use in addressing the Commission.

Section 23. COUNTY LOBBYISTS. The Chairman may refuse permission to any person not registered as a "county lobbyist" in accordance with provisions of Chapter 2.160 of Los Angeles County code who is seeking to address the Commission in his/her capacity as a "county lobbyist" as that term is defined in Chapter 2.160 of the Los Angeles County code.

revised 10/02/92



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

August 4, 2011

To: Small Craft Harbor Commission

From: *Gary Jones*
for Santos H. Kreimann, Director

Subject: **ITEM 6a – APPROVAL OF RENEWAL OF OPTION TO AMEND
LEASE AGREEMENT – NEPTUNE MARINA APARTMENTS
(Parcel 10R at 14100 Marquesas Way) AND RENEWAL OF
LEASE OPTION AGREEMENT – PUBLIC PARKING LOT 12
(Parcel FF)**

Item 6a on your agenda pertains to the request for approval of two separate option renewals for Parcels 10R and FF, extending both options for up to a maximum of 54 months because of delays unanticipated by either the County or Legacy Partners Neptune Marina L.P. with regard to the processing of entitlements and satisfaction of other option conditions regarding Legacy's proposed lease extension and development of 400 new apartments and a new 161-slip and 7-end-tie marina on Parcel 10R, and a new coterminous lease for Public Parking Lot 12 (Parcel FF) to build 126 new apartments.

Attached is a copy of the Board letter that explains the details of the proposed renewal of the Option and Lease Option agreements. Your Commission's endorsement of the recommendation to the Board of Supervisors to approve the proposed renewals as contained in the attached letter is requested.

SHK:mk
Attachments



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

August 16, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF RENEWAL OF OPTION TO AMEND LEASE AGREEMENT –
NEPTUNE MARINA APARTMENTS (Parcel 10R at 14100 Marquesas Way) AND
RENEWAL OF LEASE OPTION AGREEMENT – PUBLIC PARKING LOT 12 (Parcel
FF) - MARINA DEL REY
(4th DISTRICT)
(4 VOTES)**

SUBJECT

Request for approval of two separate option renewals for Parcels 10R and FF, extending both options for up to a maximum of 54 months because of delays unanticipated by either the County or Legacy Partners Neptune Marina L.P. with regard to the processing of entitlements and satisfaction of other option conditions regarding its proposed lease extension and development of 400 new apartments and a new 161-slip and 7-end-tie marina on Parcel 10R, and a new coterminous lease for Public Parking Lot 12 (Parcel FF) to build 126 new apartments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that your Board has previously considered and certified the Final Environmental Impact Report relating to the proposed lease extension, new lease, and development on Parcels 10R and FF, and adopted the related Environmental Findings of Fact and Statement of Overriding Considerations and the Mitigation Monitoring Programs for these projects.
2. Approve and authorize the Mayor to sign the Renewal of Option to Amend Lease Agreement (Parcel 10R), attached as Exhibit A, granting to the current lessee, Legacy Partners Neptune Marina L.P., successive extensions for up to a total of 54 months to obtain the remaining regulatory approvals regarding

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its proposed development of the proposed project and to satisfy the other conditions to the exercise of the option for Parcel 10R.

3. Approve and authorize the Mayor to sign the Renewal of Lease Option Agreement (Parcel FF), attached as Exhibit B, granting to Legacy Partners Neptune Marina L.P. successive extensions for up to a total of 54 months to obtain the remaining regulatory approvals regarding its proposed development of the proposed project and to satisfy the other conditions to the exercise of the option for Parcel FF.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 23, 2008, your Board granted Legacy Partners Neptune Marina L.P., a Delaware limited partnership ("Lessee"), options to redevelop Parcel 10R, currently improved with apartments and an anchorage, and develop Parcel FF, currently a County public parking lot. Lessee has diligently pursued its entitlements, but, due to delays beyond its control, will not be able to acquire the entitlements for this project prior to the expiration of its existing options. Among the major reasons for the delay was the unanticipated complexity of completing a combined Environmental Impact Report (EIR) for Parcels 10R, FF and 9, given the combined EIR ultimately addressed issues with the hotel development on Parcel 9U that were not anticipated during negotiations between the Lessee and the County. In addition, it was anticipated that the Coastal Commission would act upon the County's Marina Local Coastal Program Major Amendment affecting these developments at its June 2011 Coastal Commission Hearing, however the hearing was held over and has not yet been rescheduled.

The current option agreements between the County and Lessee for Parcels 10 and FF will both expire on August 19, 2011. In consideration for extending the date to exercise both options, Lessee has agreed to pay the County a total amount of up to \$100,000 for each parcel (potentially \$200,000 in total), as follows: (1) \$20,000 for each parcel upon signing of each renewal, in exchange for an initial extension of up to 24 months to not later than August 19, 2013; (2) \$30,000 for each parcel for an additional extension of 18 months; (3) \$20,000 for each parcel for an additional six-month extension; and (4) \$30,000 for each parcel for a second additional six-month period.

Our economic consultant has reviewed the consideration being paid for the extension of the date by which the options must be exercised and has found that the County is receiving fair value for the amount of time that it is granting to extend the date to implement the transaction as previously negotiated.

Implementation of Strategic Plan Goals

The recommended action will allow Lessee to continue its efforts towards the proactive development/redevelopment of the parcels, which will result in fulfillment of approved Strategic Plan Goal No. 1, "Operational Effectiveness", Strategy No. 1, "Fiscal Sustainability", and Goal No. 4, "Community and Municipal Services", Strategy No. 1, "Cultural and Recreational Enrichment".

FISCAL IMPACT/FINANCING

Operating Budget Impact

Upon your Board's approval and the Mayor's execution of each renewal, the Department of Beaches and Harbors' operating budget will receive a \$20,000 payment for each parcel, neither of which was not included in the 2011-12 Adopted Budget and, therefore, will be accounted for as one-time over-realized revenue. If additional extension payments are anticipated, they will be budgeted in future fiscal year budgets as one-time revenue.

Costs of consultants and primary Beaches and Harbors staff involved in the negotiation and development of these renewals are being reimbursed by Lessee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing 60-year lease for Parcel 10R expires on February 28, 2022. Lessee holds a separate option for each parcel, but will not be allowed to exercise the option on Parcel FF until it has exercised the option on Parcel 10R or it provides adequate assurances of the completion of the redevelopment of Parcel 10R.

Parcel 10R currently consists of 136 existing apartments and an anchorage with 184 slips and seven end-ties and is located between Esprit I (Parcel 12) and an undeveloped lot (Parcel 9, for which a restored wetland park and hotel are proposed), with frontage on Via Marina and Marquesas Way. Parcel FF is a public parking lot located between the Bar Harbor Apartments (Parcel 15) and the Villa del Mar Apartments (Parcel 13), with frontage on Via Marina and Marquesas Way.

Lessee has made application to the Department of Regional Planning for discretionary land use entitlements, including an amendment to the Marina Local Coastal Program to allow apartments on Parcel FF, with replacement of the Parcel FF open space designation at Parcel 9U, and the transfer of additional apartment entitlements from another development zone, as well as authorization for the relocation of the

replacement public parking off-site. The application is still under review pending the Coastal Commission's action on the County's Marina Local Coastal Program Major Amendment. Approval of the option renewals, as recommended in this letter, is without prejudice to the County's full exercise of its regulatory authority in the consideration of the land use entitlements required for the possible exercise of the options.

Entering into leases of the County's Marina del Rey real property is authorized by Government Code Sections 25907 and 25536. The lease terms are in conformance with the maximum 99-year period authorized by California law.

At its meeting of August__, 2011, the Small Craft Harbor Commission will consider the recommendations to approve the Renewal of Option to Amend Lease Agreement for Parcel 10R and the Renewal of Lease Option Agreement for Parcel FF, and its recommendations will be communicated to your Board prior to your Board's consideration of the matter.

County Counsel has approved the documents as to form.

ENVIRONMENTAL DOCUMENTATION

On April 26, 2011, your Board considered and certified the Final Environmental Impact Report relating to the proposed lease extension, new lease, and development on Parcels 10R and FF, and adopted the related Environmental Findings of Fact and Statement of Overriding Considerations and the Mitigation Monitoring Programs for these projects. The recommended actions do not raise any new or substantive environmental impacts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

The Honorable Board of Supervisors
August 16, 2011
Page 5

CONCLUSION

Authorize the Executive Officer/Clerk of the Board to send one copy of this Board Letter, as approved, and two copies of each of the executed renewals to the Department of Beaches and Harbors.

Respectfully submitted,

Santos H. Kreimann
Director

SHK:GJ:ks
Attachments (2)

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

Exhibit A

**RENEWAL OF OPTION TO AMEND LEASE AGREEMENT
(Parcel 10R)**

THIS RENEWAL OF OPTION TO AMEND LEASE AGREEMENT ("**Renewal Agreement**") is made as of _____, 2011, between COUNTY OF LOS ANGELES ("**County**"), and LEGACY PARTNERS NEPTUNE MARINA L.P., a Delaware limited partnership ("**Lessee**").

RECITALS

A. County and Lessee, or its predecessors-in-interest, entered into Lease No. 5074 dated May 4, 1962, as amended (the "**Existing Lease**"), pursuant to which Lessee currently leases from County certain real property in the Marina del Rey Small Craft Harbor commonly known as Parcel No. 10R, as more particularly described in the Existing Lease (the "**Premises**").

B. County and Lessee entered into that certain Option to Amend Lease Agreement dated as of August 19, 2008 (the "**Option Agreement**"), whereby County granted Lessee an option (referenced in the Option Agreement as the "**Option**") to amend and restate the Existing Lease in its entirety upon the terms and conditions more specifically set forth in the Option Agreement, including, without limitation, (i) an extension of the term of the Existing Lease through February 28, 2061, and (ii) the redevelopment of the Premises in accordance with the terms and provisions of the Option Agreement.

C. In accordance with the terms and provisions of Section 2 of the Option Agreement, the Outside Expiration Date for the exercise by Lessee of the Option was originally August 19, 2010, and was subsequently extended by Director to August 19, 2011.

D. It is expected that Lessee will not have received the Entitlements or satisfied the other Option Conditions for exercise of the Option set forth in Section 3 of the Option Agreement by August 19, 2011.

E. County and Lessee desire to further extend the Outside Expiration Date for the exercise by Lessee of the Option, and to make certain other modifications to the Option Agreement, all in accordance with the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessee and County hereby agree as follows:

1. Capitalized Terms. All capitalized terms used in this Renewal Agreement but not otherwise defined herein shall have the same meanings given such terms in the Option Agreement.

2. Further Extension of Outside Expiration Date. Section 2 of the Option Agreement is hereby amended in its entirety to read in full as follows:

"2. Option Term. The term of the Option (the "**Option Term**") shall commence on the date of this Agreement and expire on that date (the "**Option Expiration Date**") which is the earlier of (i) forty-five (45) days following the Conditions Satisfaction Date, or (ii) the Outside Expiration Date. The "**Conditions Satisfaction Date**" means the first date upon which all of the conditions precedent to Lessee's exercise of the Option set forth in Section 3 below (the "**Option Conditions**") have been satisfied. The "**Outside Expiration Date**" shall initially be February 19, 2012; provided, however, that if the Option Conditions have not been satisfied as of February 19, 2012, then as long as Lessee has proceeded, and continues to use diligent efforts to satisfy the Option Conditions as soon as possible, and is not, and continues to not be, in Default of this Option Agreement or the Existing Lease, the Outside Expiration Date shall be automatically extended until the earlier of (I) forty-five (45) days following the Conditions Satisfaction Date, (II) the date of the denial by the applicable governmental authority of any of the required Entitlements, without further right of appeal, or (III) August 19, 2013. Notwithstanding the foregoing, at any time that Lessee fails to continue to use diligent efforts to satisfy the Option Conditions as soon as possible, and does not cure such failure within ten (10) days after written notice from County, or at any time that Lessee is in Default under this Option Agreement or the Existing Lease, County shall have the right to terminate the Option Agreement upon written notice to Lessee.

Notwithstanding that the Conditions Satisfaction Date has not occurred by August 19, 2013, Lessee shall have the right to extend the Option Expiration Date set forth in the immediately preceding paragraph for up to the following three additional periods upon delivery by Lessee to County, not later than one (1) month prior to the Option Expiration Date that is then in effect prior to such extension, of both written notice by Lessee to County of such extension and the payment by Lessee to County of the applicable "**Additional Option Extension Fee**" set forth below for such extension:

- (a) eighteen (18) months upon payment of an Additional Option Extension Fee of Thirty Thousand Dollars (\$30,000);
- (b) six (6) months upon payment of an Additional Option Extension Fee of Twenty Thousand Dollars (\$20,000); and
- (c) six (6) months upon payment of an Additional Option Extension Fee of Thirty Thousand Dollars (\$30,000).

Notwithstanding the foregoing, Lessee shall have no right to extend the Option Expiration Date pursuant to this paragraph at any time during which Lessee is in Default under this Option Agreement or the Existing Lease. Time is of the essence with respect to the exercise by Lessee of any right to extend the Option Expiration Date pursuant to this paragraph.

For purposes of this Option Agreement, (A) Lessee shall be in "Default" under this Option Agreement if Lessee is in material breach of any term or provision of this Option Agreement and Lessee fails to cure such breach (x) within ten (10) days after written notice from County in the case of a monetary breach, or (y) within thirty (30) days after written notice from County in the case of a non-monetary breach, provided that if the nature of the non-monetary breach is that it cannot reasonably be cured within a thirty (30) day period, then Lessee shall not be in Default as long as Lessee commences the cure of such breach within thirty (30) days after written notice from County and diligently and continuously prosecutes the cure of such breach to completion as soon as possible thereafter; and (B) Lessee shall be in "Default" under the Existing Lease if Lessee is in material breach or default of any term or provision of the Existing Lease and Lessee fails to cure such breach or default following written notice from County and the expiration of the applicable cure period set forth in the Existing Lease."

3. Option Extension Fee and Additional Option Extension Fees.

Concurrently herewith, Lessee has paid to County the sum of Twenty Thousand Dollars (\$20,000) (the "Option Extension Fee") in consideration for County's execution and delivery of this Renewal Agreement and County's extension of the Outside Expiration Date to the date set forth in the first paragraph of Section 2 of the Option Agreement (as amended above). The Option Extension Fee and any Additional Option Extension Fees paid by Lessee pursuant to Section 2 of the Option Agreement (as amended above) shall be non-refundable, and are in addition to both the Option Fee paid by Lessee to County pursuant to Section 5.1 of the Option Agreement and the Extension Fee that will be payable by Lessee to County pursuant to Section 5.2 of the Option Agreement if Lessee exercises the Option. The Option Extension Fee and any Additional Option Extension Fees shall not be applicable against the Option Fee or against the Extension Fee.

4. Modification to Section 3(b) of the Option Agreement. Section 3(b) of the Option Agreement is hereby amended in its entirety to read in full as follows:

"(b) all discretionary planning and zoning land use entitlements and approvals from governmental authorities (including the County and the California Coastal Commission) shall have been received for the construction of the Public Docks in accordance with the plan attached hereto (attached to the Option Agreement) as Exhibit B (the "Ancillary

Entitlements”). The Premises Entitlements and the Ancillary Entitlements are collectively referred to as the **‘Entitlements.’**”

5. Modification to Section 4 of the Option Agreement. The last sentence of Section 4 of the Option Agreement is hereby deleted and replaced with the following:

“If Lessee’s construction financing is in a position to close within the above forty-five (45) day period County agrees to cooperate with Lessee to effectuate a concurrent closing of the construction financing and County’s delivery of the Restated Lease such that the Effective Date of the Restated Lease is the same as the date of the close of Lessee’s construction financing; provided, however, in no event shall such agreement to cooperate be interpreted to require County to delay the execution and delivery of the Restated Lease beyond such forty-five (45) day period; and provided, further, that County shall not be required to execute and deliver the Restated Lease unless within such forty-five (45) day period Lessee continues to satisfy all conditions to the exercise of the Option and Lessee’s construction financing is in a position to close on or before the execution and delivery by County of the Restated Lease. Notwithstanding the foregoing, Director shall have the authority in the exercise of Director’s good faith judgment, but not the obligation, to extend the forty-five (45) day period in which Lessee is required to close Lessee’s construction financing for up to an additional thirty (30) days.

The failure of Lessee’s construction financing to close or Lessee’s continuing satisfaction of the conditions to County’s required execution and delivery of the Restated Lease during the above forty-five (45) day period (as such period may be extended by Director pursuant to the last sentence of the immediately preceding paragraph) shall not in and of itself cause a termination of the Option, and, as long as the Option Term has not expired, Lessee shall have the continuing right to subsequently re-exercise the Option during the remainder of the Option Term if Lessee once again satisfies all conditions to such exercise, subject to Lessee causing the closing of the construction financing and the continued satisfaction of the conditions to County’s execution and delivery of the Restated Lease during the forty-five (45) day period (as such period may be extended by Director pursuant to the last sentence of the immediately preceding paragraph) following such subsequent re-exercise of the Option, in accordance with the terms and provisions of this Section 4.”

6. Modifications to the Restated Lease. The Restated Lease is hereby modified as follows:

6.1 The following is hereby added at the end of subsection 4.2.3 of the Restated Lease: “Notwithstanding any contrary provision of this subsection 4.2.3, the Annual Minimum Rent shall never be reduced on an Adjustment Date to an amount less

than the amount of the Annual Minimum Rent in effect immediately prior to such Adjustment Date.”

6.2 The following is hereby added at the end of subsection 4.3.1 of the Restated Lease: “In addition, notwithstanding any contrary provision of this Lease, in connection with the readjustment of Annual Minimum Rent as of a Renegotiation Date pursuant to this subsection 4.3.1, in no event shall the Annual Minimum Rent ever be reduced to an amount less than the Annual Minimum Rent in effect immediately prior to such Renegotiation Date.”

6.3 Each of the references to “forty-fifth (45th)” in the first sentence of Section 5.2 of the Restated Lease and in the last sentence of the first paragraph of Section 5.2 of the Restated Lease is hereby changed to “fortieth (40th).”

6.4 Each reference to a particular Lease Year in Section 5.13 of the Restated Lease is hereby changed to mean the Lease Year that is three (3) years prior to each such respective Lease Year, except that all references in such Section 5.13 to the “eleventh (11th)” Lease Year shall remain the same and shall not be changed.

7. Modification to Section 9.13 of the Option Agreement. Notwithstanding any contrary provision of Section 9.13 of the Option Agreement, Lessee’s right to use Parcel FF as a staging area pursuant to Section 9.13 of the Option Agreement shall be subject to such staging area use being in compliance with applicable law in effect at the time of such proposed use.

8. County Costs. Regardless of whether Lessee exercises the Option, Lessee shall promptly reimburse County for the Actual Costs (as defined in the Restated Lease) incurred by County in connection with the review, negotiation, preparation and documentation of this Renewal Agreement and the matters addressed herein.

9. Entire Agreement. This Renewal Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous negotiations, communications or understandings between the parties, whether oral or written, with respect to the subject matter set forth herein.

10. No Other Modifications. County and Lessee acknowledge and agree that the Option Agreement is in full force and effect, unmodified except as set forth in this Renewal Agreement.

11. Counterparts. This Renewal Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall collectively constitute one fully-executed document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Renewal Agreement as of the date first set forth above.

COUNTY OF LOS ANGELES

By: _____
Mayor, County of Los Angeles

LEGACY PARTNERS NEPTUNE
MARINA L.P., a Delaware limited
partnership

By: Legacy Partners 2598 L.P., a
California limited partnership, its
general partner

By: _____
Name: Sachi Hamai
Its: Executive Officer

ATTEST:

SACHI A. HAMAI,
Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN,
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

Exhibit B

**RENEWAL OF LEASE OPTION AGREEMENT
(Parcel FF)**

THIS RENEWAL OF LEASE OPTION AGREEMENT ("**Renewal Agreement**") is made as of _____, 2011, between COUNTY OF LOS ANGELES ("**County**"), and LEGACY PARTNERS NEPTUNE MARINA L.P., a Delaware limited partnership ("**Lessee**").

RECITALS

A. County and Lessee entered into that certain Lease Option Agreement dated as of August 19, 2008 (the "**Option Agreement**"), whereby County granted Lessee an option (referenced in the Option Agreement as the "**Option**") to lease certain real property owned by County in Marina del Rey commonly known as Parcel FF and more particularly described in Exhibit A attached to the Option Agreement (the "**Premises**").

B. In accordance with the terms and provisions of Section 2 of the Option Agreement, the Outside Expiration Date for the exercise by Lessee of the Option was originally August 19, 2010, and was subsequently extended by Director to August 19, 2011.

C. It is expected that Lessee will not have received the Entitlements or satisfied certain other Option Conditions for exercise of the Option set forth in Section 3 of the Option Agreement by August 19, 2011.

D. County and Lessee desire to further extend the Outside Expiration Date for the exercise by Lessee of the Option, and to make certain other modifications to the Option Agreement, all in accordance with the terms and provisions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessee and County hereby agree as follows:

1. Capitalized Terms. All capitalized terms used in this Renewal Agreement but not otherwise defined herein shall have the same meanings given such terms in the Option Agreement.

2. Further Extension of Outside Expiration Date. Section 2 of the Option Agreement is hereby amended in its entirety to read in full as follows:

"2. Option Term. The term of the Option (the "**Option Term**") shall commence on the date of this Agreement and expire on that date (the "**Option Expiration Date**") which is the earlier of (i) forty-five (45) days following the Conditions Satisfaction Date, or (ii) the Outside Expiration Date. The "**Conditions Satisfaction Date**" means the first date upon which all of the conditions precedent to Lessee's exercise of the

Option set forth in Section 3 below (the “**Option Conditions**”) have been satisfied. The “**Outside Expiration Date**” shall initially be February 19, 2012; provided, however, that if the Option Conditions set forth in paragraphs (a), (b), (c), (f) and (g) have not been satisfied as of February 19, 2012, then as long as Lessee has proceeded, and continues to use diligent efforts to satisfy the Option Conditions as soon as possible, and is not, and continues to not be, in Default of this Option Agreement, the Parcel 10R Option Agreement (as defined below) or the Existing Parcel 10R Lease (as defined below), the Outside Expiration Date shall be automatically extended until the earlier of (I) forty-five (45) days following the Conditions Satisfaction Date, (II) the date of the denial by the applicable governmental authority of any of the required Entitlements, without further right of appeal, or (III) August 19, 2013. Notwithstanding the foregoing, at any time that Lessee fails to continue to use diligent efforts to satisfy the Option Conditions as soon as possible, and does not cure such failure within ten (10) days after written notice from County, or at any time that Lessee is in Default under this Option Agreement, the Parcel 10R Option Agreement or the Existing Parcel 10R Lease, County shall have the right to terminate the Option Agreement upon written notice to Lessee. The “**Parcel 10R Option Agreement**” means the Option to Amend Lease Agreement dated August 19, 2008 between County and Lessee with regard to Parcel No. 10R, as amended. The “**Existing Parcel 10R Lease**” means the Existing Lease referenced in the Parcel 10R Option Agreement.

Notwithstanding that the Conditions Satisfaction Date has not occurred by August 19, 2013, Lessee shall have the right to extend the Option Expiration Date set forth in the immediately preceding paragraph for up to the following three additional periods upon delivery by Lessee to County, not later than one (1) month prior to the Option Expiration Date that is then in effect prior to such extension, of both written notice by Lessee to County of such extension and the payment by Lessee to County of the applicable “**Additional Option Extension Fee**” set forth below for such extension:

- (a) eighteen (18) months upon payment of an Additional Option Extension Fee of Thirty Thousand Dollars (\$30,000);
- (b) six (6) months upon payment of an Additional Option Extension Fee of Twenty Thousand Dollars (\$20,000); and
- (c) six (6) months upon payment of an Additional Option Extension Fee of Thirty Thousand Dollars (\$30,000).

Notwithstanding the foregoing, Lessee shall have no right to extend the Option Expiration Date pursuant to this paragraph at any time during which Lessee is in Default under this Option Agreement, the Parcel 10R Option Agreement or the Parcel 10R Lease. Time is of the essence with respect to the exercise by Lessee of any right to extend the Option Expiration Date pursuant to this paragraph.

For purposes of this Option Agreement, (A) Lessee shall be in "Default" under this Option Agreement or the Parcel 10R Option Agreement (as applicable) if Lessee is in material breach of any term or provision of this Option Agreement or the Parcel 10R Option Agreement (as applicable) and Lessee fails to cure such breach (x) within ten (10) days after written notice from County in the case of a monetary breach, or (y) within thirty (30) days after written notice from County in the case of a non-monetary breach, provided that if the nature of the non-monetary breach is that it cannot reasonably be cured within a thirty (30) day period, then Lessee shall not be in Default as long as Lessee commences the cure of such breach within thirty (30) days after written notice from County and diligently and continuously prosecutes the cure of such breach to completion as soon as possible thereafter; and (B) Lessee shall be in "Default" under the Existing Parcel 10R Lease if Lessee is in material breach or default of any term or provision of the Existing Parcel 10R Lease and Lessee fails to cure such breach or default following written notice from County and the expiration of the applicable cure period set forth in the Existing Parcel 10R Lease."

3. Option Extension Fee and Additional Option Extension Fees.

Concurrently herewith, Lessee has paid to County the sum of Twenty Thousand Dollars (\$20,000) (the "Option Extension Fee") in consideration for County's execution and delivery of this Renewal Agreement and County's extension of the Outside Expiration Date to the date set forth in the first paragraph of Section 2 of the Option Agreement (as amended above). The Option Extension Fee and any Additional Option Extension Fees paid by Lessee pursuant to Section 2 of the Option Agreement (as amended above) shall be non-refundable, and are in addition to the Option Fee paid by Lessee to County pursuant to Section 5 of the Option Agreement. The Option Extension Fee and any Additional Option Extension Fees shall not be applicable against the Option Fee.

4. Modification to Section 4 of the Option Agreement. The last sentence of Section 4 of the Option Agreement is hereby deleted and replaced with the following:

"If Lessee's construction financing is in a position to close within the above forty-five (45) day period County agrees to cooperate with Lessee to effectuate a concurrent closing of the construction financing and County's delivery of the Lease such that the Effective Date of the Lease is the same as the date of the close of Lessee's construction financing; provided, however, in no event shall such agreement to cooperate be

interpreted to require County to delay the execution and delivery of the Lease beyond such forty-five (45) day period; and provided, further, that County shall not be required to execute and deliver the Lease unless within such forty-five (45) day period Lessee continues to satisfy all conditions to the exercise of the Option and Lessee's construction financing is in a position to close on or before the execution and delivery by County of the Lease. Notwithstanding the foregoing, Director shall have the authority in the exercise of Director's good faith judgment, but not the obligation, to extend the forty-five (45) day period in which Lessee is required to close Lessee's construction financing for up to an additional thirty (30) days.

The failure of Lessee's construction financing to close or Lessee's continuing satisfaction of the conditions to County's required execution and delivery of the Lease during the above forty-five (45) day period (as such period may be extended by Director pursuant to the last sentence of the immediately preceding paragraph) shall not in and of itself cause a termination of the Option, and, as long as the Option Term has not expired, Lessee shall have the continuing right to subsequently re-exercise the Option during the remainder of the Option Term if Lessee once again satisfies all conditions to such exercise, subject to Lessee causing the closing of the construction financing and the continued satisfaction of the conditions to County's execution and delivery of the Lease during the forty-five (45) day period (as such period may be extended by Director pursuant to the last sentence of the immediately preceding paragraph) following such subsequent re-exercise of the Option, in accordance with the terms and provisions of this Section 4."

5. Modifications to the Lease. The Lease is hereby modified as follows:

5.1 The following is hereby added at the end of subsection 4.2.3 of the Lease: "Notwithstanding any contrary provision of this subsection 4.2.3, the Annual Minimum Rent shall never be reduced on an Adjustment Date to an amount less than the amount of the Annual Minimum Rent in effect immediately prior to such Adjustment Date."

5.2 The following is hereby added at the end of subsection 4.3.1 of the Lease: "In addition, notwithstanding any contrary provision of this Lease, in connection with the readjustment of Annual Minimum Rent as of a Renegotiation Date pursuant to this subsection 4.3.1, in no event shall the Annual Minimum Rent ever be reduced to an amount less than the Annual Minimum Rent in effect immediately prior to such Renegotiation Date."

5.3 Each reference to a particular Lease Year in Section 5.13 of the Lease is hereby changed to mean the Lease Year that is three (3) years prior to each such

respective Lease Year, except that all references in such Section 5.13 to the "eleventh (11th)" Lease Year shall remain the same and shall not be changed.

6. County Costs. Regardless of whether Lessee exercises the Option, Lessee shall promptly reimburse County for the Actual Costs (as defined in the Lease) incurred by County in connection with the review, negotiation, preparation and documentation of this Renewal Agreement and the matters addressed herein.

7. Entire Agreement. This Renewal Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous negotiations, communications or understandings between the parties, whether oral or written, with respect to the subject matter set forth herein.

8. No Other Modifications. County and Lessee acknowledge and agree that the Option Agreement is in full force and effect, unmodified except as set forth in this Renewal Agreement.

9. Counterparts. This Renewal Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall collectively constitute one fully-executed document.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Lessee have entered into this Renewal Agreement as of the date first set forth above.

COUNTY OF LOS ANGELES

By: _____
Mayor, County of Los Angeles

LEGACY PARTNERS NEPTUNE
MARINA L.P., a Delaware limited
partnership

By: Legacy Partners 2598 L.P., a
California limited partnership, its
general partner

By: _____
Name: Timothy D. Stein
Its: SA. Vice President

ATTEST:

SACHI A. HAMAI,
Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN,
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____



To enrich lives through effective and caring service



Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

August 4, 2011

TO: Small Craft Harbor Commission

FROM: *for Gary Jones*
Santos H. Kreimann, Director

SUBJECT: **ITEM 7a - ONGOING ACTIVITIES REPORT**

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

On July 12, 2011 the Board of Supervisors (BOS) adopted a non-exclusive beach beverage sponsorship agreement which grants the sponsor the opportunity to place vending machines on beaches owned or operated by Los Angeles County and in the public areas of Marina del Rey. The sponsor will pay a fixed fee and also share a percentage of gross revenue with Los Angeles County.

Also on July 12, 2011 the BOS voted to award a contract for street sweeping services in the unincorporated areas of Marina del Rey to a private contractor for a period of one year with the possibility of four one-year renewal options.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey issues were heard of placed on the agenda since the last Small Craft Harbor Commission meeting.

VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE

The Court issued a tentative ruling on July 28, 2011 barring the city of Los Angeles from building a new 54-inch sewer main from Venice to Playa del Rey through unincorporated Marina del Rey because the route would violate the state's Public Utilities Code. Los Angeles County Superior Court Judge John A. Torribio ruled in favor of Los Angeles County's claim that the city has no right to build its sewer line along Via Marina in unincorporated county territory when another comparable route along Pacific Avenue in city territory exists.

OXFORD BASIN PROJECT UPDATE

DPW reported that the Sediment and Water Quality Characterization Study and the biological study have been completed. It is anticipated that the Phase II soil investigation (underway now) will be completed by October 2011, and the 60% design plans will be completed by December 2011. A consultant has been hired to start the environmental review process. The project is scheduled for completion in early 2014.

REDEVELOPMENT PROJECT STATUS REPORT

The updated Marina del Rey Redevelopment Projects Descriptions and Status of Regulatory/Proprietary Approvals report is attached.

DESIGN CONTROL BOARD MINUTES

Minutes for the Design Control Board's April 2011 meeting are attached.

UNLAWFUL DETAINER ACTIONS

For the month of July 2011, there was one unlawful detainer lawsuit reported by the lessees for failure to pay rent and other monetary obligations, and breach of the lease agreement.

BIKE ACCESS ON STRIP OF LAND BETWEEN OCEAN FRONT WALK AND THE BEACH

The County's draft Bicycle Master Plan was released on March 3rd, and is available for review at all County libraries and at www.lacountybikeplan.org. The proposed bikeways for the Marina and surrounding areas can be seen in figure 3-38 (p.129) of the Plan. The public comment period ended in June 2011 and the Department of Public Works is preparing a set of responses to the comments and edits to the bike plan based on the public input received. A department of Public Works representative will deliver a presentation updating the status of the plan and the public input received.

MARINA DEL REY SLIP VACANCY REPORT

The overall vacancy percentage across all anchorages in Marina del Rey stood at 17.01% for June 2011. Vacancies in the various size classifications and separated by anchorage are provided in the document attached.

REVISIONS TO COUNTY ORDINANCE

The proposed revisions to Title 2, Administration, and Title 19, Airports and Harbors of the County Code are being revised and reviewed in the County Counsel office. The information will be made available once it has been secured.

SHK:mk

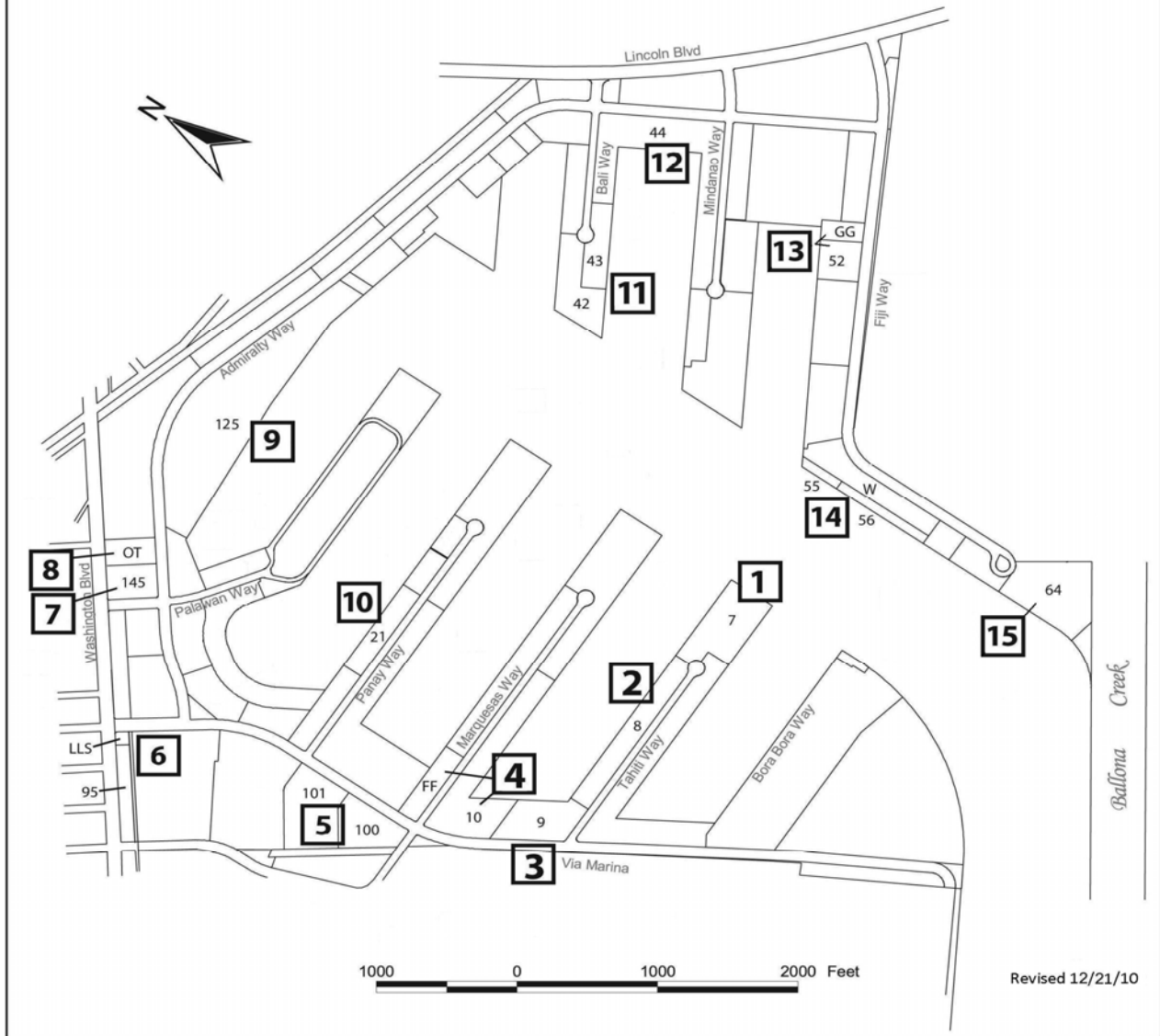
Attachments (3)

Marina del Rey Redevelopment Projects
Descriptions and Status of Regulatory/Proprietary Approvals
As of August 1, 2011

Map Key	Parcel No. -- Project Name/Lessee	Lessee Name/ Representative	Redevelopment Proposed	Massing and Parking	Status	Regulatory Matters
1	7 -- Tahiti Marina/K. Hakim	Kamran Hakim	* Complete leasehold refurbishment; 149 apartments * Relocate landside boater facilities * 214 slips + 9 end ties will not be reconstructed at this time	Massing -- 3 stories, 36'-7" in height Parking -- Currently 465 spaces. Possible slight reduction of parking due to relocation of landside boating facilities. Impact is currently unknown.	Proprietary -- BOS action on term sheet on 9/29/09. Regulatory -- The 30-day public review period of the MND was 3/15/10 through 4/14/10. BOS certified MND on 7/20/10. Site renovation approved in concept by DCB on 7/21/10. DRP Site Plan application filed on 9/13/10. Final DCB concept was approved as submitted without conditions on 12/15/10. DRP Site Plan application approved on 1/20/11. Plans currently in review by B&S for building permit.	No Variance proposed
2	8 -- Bay Club/ Decron Properties	David Nagel	* Building renovation; 205 apartments * 207 slips + 11 end ties will be reconstructed	Massing -- Two 3-story residential buildings over parking; 41' and 48' Parking -- 315 residential parking spaces and 172 slip parking spaces	Proprietary -- Term sheet action by BOS August 2008; lease extension option approved by BOS 12/8/09. Regulatory -- DCB continued from July 2008 with conceptual approval on August 2008. Site Plan Review application filed with DRP on 12/4/08, approved 12/23/09. BOS certified MND on 12/8/09. CDP application for new docks approved by CCC on 12/15/10.	No Variance proposed
3	9 -- Woodfin Suite Hotel and Vacation Ownership/ Woodfin Hotels	Ron Nehring	* Massing will change after 4/26/11 BOS hearing. Previously: 19-story, 288-room hotel (152 hotel rooms and 136 timeshare suites) * 6-story parking structure containing 360 spaces * New public transient docks * 28 foot-wide waterfront promenade * Wetland park	Massing -- Massing will change after 4/26/11 BOS hearing. Previously: 19-story hotel with 5-story parking structure, 225' tall, on northern half of parcel with view corridor and wetland park on southern half Parking -- All project required parking to be located on site	Proprietary -- Term sheet action by BOS February 2007 Regulatory -- DCB initial hearing May 2006, conceptual approval on June 2006. RPC filing on November 2006. RPC continued the item from 10/29/08, and on 10/14/09 requested a DCB review for promenade improvements prior to returning on 2/3/10. DCB approval of promenade improvements on 12/17/09. RPC continued item on 2/3/10. RPC approval of Tentative Tract Map, CDP, CUP, Parking Permit, Variance and FEIR for landside on 3/10/10. RPC approval of CDP for wetland park and Plot Plan for waterside on 3/10/10. Project appealed to BOS; on April 26, 2011, the BOS asked that the remodified hotel design return to RPC and DCB for reconsideration.	CDP required from CCC for waterside improvements
4	10/FF -- Neptune Marina/ Legacy Partners	Sean McEachorn	* 526 apartments * 161-slip marina + 7 end-ties * 28 foot-wide waterfront promenade * Replacement of public parking both on and off site	Massing -- Four 55' tall clustered 4-story residential buildings over parking with view corridor Parking -- 1,012 project required parking spaces to be provided (103 public parking spaces to be replaced off site)	Proprietary -- Term sheet action by BOS August 2004; lease documents approved by BOS August 2008 Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006; Scoping meeting held on April 23, 2007. DCB approval of promenade improvements on 12/17/09. RPC certified EIR on 3/10/10 and recommended approval of Plan Amendment, CDP, CUP and Variance to BOS. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11; on April 26, 2011, the BOS approved the project and certified the EIR.	LCP amendment to allow apartments on Parcel FF, remove Open Space category, and transfer development potential from other development zones Parking permit to allow 103 replacement public parking spaces off site Variance for enhanced signage and reduced setbacks
5	100/101 -- The Shores/ Del Rey Shores	Jerry Epstein/ David Levine	* 544-unit apartment complex * 10 new public parking spaces	Massing -- Twelve 75' tall 5-story residential buildings Parking -- All parking required of the project to be located on site plus 10 public beach parking spaces	Proprietary -- Lease extension Option approved by BOS December 2006. 18-month extension of Option approved by BOS on 12/15/09. BOS approved modifications to the form of Amended and Restated Lease Agreement on 2/15/11. Regulatory -- DCB concept approval 1/20/05. RPC approval June 2006; BOS heard appeal February 2007; and approved project March 2007. DCB final review 7/19/07. Per court order, EIR redone as to grading; BOS approved EIR 12/16/08. Building permit issued 3/3/11; construction started 3/18/11.	Variance for enhanced signage
6	95/LLS -- Marina West Shopping Center/Gold Coast	Michael Pashaie/ David Taban	*23,500 square feet of commercial/retail/restaurant and public park component.	Massing -- Single story buildings Parking -- All parking required of the project to be located on site	Proprietary -- New Term sheet to be negotiated. Regulatory -- To be determined.	No Variance proposed
7	145 -- Marina International Hotel/ IWF Marina View Hotel	Dale Marquis	* Complete renovation of 134 rooms	Massing -- Two 3-story buildings, 42' and five 1-story bungalows, 22' Parking -- 208 parking spaces.	Proprietary -- BOS action on term sheet on 2/16/10. BOS extended the lease term for 39 years on 2/08/11. Regulatory -- DCB initial hearing November 2008; conceptual approval granted January 2009. Initial Study received by DRP May 2009; 30-day public review period of the MND was 3/10/10 through 4/09/10. SCHC reviewed MND on 12/14/10. BOS certified the MND on 2/08/11. Site Plan Review application approved by DRP on 4/20/11. DCB approval of final disign granted on 7/20/11.	No Variance proposed
8	OT -- Oceana Retirement Facility/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	* 114-unit congregate care units plus ancillary uses * 3,500 square feet of retail space * Replacement of 92 public parking spaces on site * Public accessway from Washington to Admiralty	Massing -- One 5-story residential (senior) building over ground-floor retail and parking; 65' tall Parking -- On-site parking includes all required project parking, 92 public parking spaces (94 public parking spaces to be replaced off site near Marina Beach)	Proprietary -- Lease documents approved by BOS July 2008. Regulatory -- DCB conceptual approval on August 2005; RPC filing May 2006. DCB approval of pedestrian plaza on 2/17/10. RPC continued project on 10/21/09 to 12/16/09. RPC certified EIR 4/28/10 and recommended approval of Plan Amendment, CDP, CUP, and Parking Permit to BOS. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11; On April 26, 2011, the BOS approved the project and certified the EIR;	LCP amendment to create Active Seniors Accommodations Land Use Category and rezone OT from Parking to Active Seniors Accommodations with Mixed Use Overlay Zone, and transfer development potential between Development Zones Parking permit for senior retirement facility and to allow some replacement public parking off site. No Variance proposed
9	125 -- Marina City Club	Karen Seemann	* 282 slip marina will be reconstructed * Marina Walk and fire access improvements with new pavers, railing, landscape and pedestrian amenities.	Massing -- No modifications to existing buildings proposed. Parking -- Existing 361 shared parking spaces will remain unchanged.	Proprietary -- Lease amendment adopted by BOS on 7/6/10. Regulatory -- DCB conceptual promenade design review approved on 11/17/10. DRP Site Plan Review application filed 10/26/10. Proposed marina replacement is included in the County's master waterside CDP application to CCC. Reconstruction of Marina Walk and docks is anticipated from September 2011 through August 2013. Final approval of promenade improvements granted by DCB on 3/16/11.	CDP for waterside is needed from Coastal Commission No Variance proposed
10	21 -- Holiday Harbor Courts/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	<u>Phase 1</u> * 5-story, 29,300 square-foot mixed-use building (health club, yacht club, retail, marine office) * 92-slip marina * 28 foot-wide waterfront promenade and pedestrian plaza <u>Phase 2 (Parcel C)</u> * Westernmost portion of land to revert to County for public parking	Massing -- One 56' tall commercial building with view corridor/community park Parking -- Six-level parking structure (447 spaces) to contain: all project required parking, 94 (replacement for OT) spaces and Parcel 20 boater parking	<u>Phase 1</u> Proprietary -- Lease option documents approved by BOS July 2008. Option has expired. Regulatory -- DCB conceptual approval on August 2005. RPC filing September 2006. DCB approval of promenade on 2/17/10. RPC certified EIR and approved CDP, CUP, and Parking Permit on 4/28/10. Appeal to BOS filed 5/12/10; on April 26, 2011, the BOS approved the project and certified the EIR. <u>Phase 2 (Parcel C)</u> DCB hearing March and April 2006 on transfer of leasehold to County. Item continued.	CDP for landside from Regional Planning CDP for waterside from Coastal Commission No Variance proposed
11	42/43 -- Marina del Rey Hotel/ IWF MDR Hotel	Dale Marquis	* Complete renovation of existing 154-room hotel and new 277-slip marina.	Massing -- 36' tall hotel building Parking -- 372 Parking spaces	Proprietary -- Term sheets initiated; Parcel 42 on 9/7/09 and Parcel 43 on 8/31/09. On 5/17/11 BOS approved Option to bifurcate Parcels 42 and 43 into separate leaseholds, expand Parcel 43 water premises, and extend lease for 39 years. Regulatory -- DRP application for environmental review only was signed by DBH on 4/28/10. MND public review period ended 12/20/10. SCHC reviewed MND and Option on 3/9/11. BOS certified MND on 5/17/11.	No Variance proposed
12	44 - Pier 44/Pacific Marina Venture	Michael Pashaie/ David Taban	* Build 5 new visitor serving commercial and dry storage buildings * 91,090 s.f. visitor serving commercial space * 143 slips + 5 end ties and 234 dry storage spaces	Massing -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 655" tall. 771.5 lineal feet view corridor proposed Parking -- 381 at grade parking spaces will be provided with shared parking agreement (402 parking	Proprietary -- Term sheet to be negotiated. Regulatory -- Initial DCB review during the October 2008 meeting, but project will be revised.	Shared Parking Agreement No Variance proposed
13	52/GG -- Boat Central/ Pacific Marina Development	Jeff Pence	* 345-vessel dry stack storage facility * 30-vessel mast up storage space * 5,300 s.f. County boatwright facility	Massing -- 81.5' high boat storage building partially over water and parking with view corridor Parking -- All parking required of the project to be located on site, public parking to be replaced on Parcel 56	Proprietary -- Term sheet action by BOS on July 2006; SCHC approved Option March 2007; BOS approved Option May 2007. BOS granted extension and modification of Option on 11/10/09. Regulatory -- DCB review continued on March 2007, project disapproved on May 2007. DRP application filed December 2008. Screencheck Draft EIR received July 2009. 2nd Screencheck Draft EIR received June 2010. Updated 2nd DEIR agency review period 12/06/10 through 1/05/11. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11. Overall project has yet to be heard by BOS.	LCP amendment to rezone site to Boat Storage and to transfer Public Facility use to another parcel. Variance for reduced setbacks and Architectural Guidelines requiring that structures beat least 15 ft. from bulkhead
14	55/56/W -- Fisherman's Village/ Gold Coast	Michael Pashaie/ David Taban	* 132-room hotel * 65,700 square foot restaurant/retail space * 30-slip new marina * 28 foot-wide waterfront promenade	Massing -- Nine mixed use hotel/visitor-serving commercial/retail structures (8 1- and 2-story and 1 60'-tall hotel over ground floor retail/ restaurant), parking structure with view corridor Parking -- On-site parking includes all project required parking, parking for Parcel 61 lessee (Shanghai Reds) and replacement parking from Parcel 52	Proprietary -- Lease extension Option approved by BOS December 2005. Option expired Regulatory -- DCB review continued on May 2006, conceptual approval in July 2006. DRP application filed May 2007. Screencheck DEIR in review.	Shared Parking Agreement Variance for reduced setbacks (side and waterfront)
15	64 -- Villa Venetia/ Lyon	Peter Zak	* Complete leasehold renovation	Massing -- Existing 224 units in 3 stories with portions over parking Parking -- All parking located on site	Proprietary -- BOS action on term sheet on 2/2/10. BOS approved assignment of Lease Option to Archstone Property Holdings, LLC., and extension of the Option Agreement expiration date to 12/31/11. Regulatory -- Project has changed from redevelopment to refurbishment. Initial Study received by DRP May 2009. MND was recirculated with 30-day public review period 7/5/10 through 8/4/10. SCHC reviewed MND on 9/08/10. BOS certified MND on 9/14/10. Site Plan application in DRP approved 11/9/11. DCB final concept approved 11/17/10.	No Variance proposed

Note: Height information for projects will be shown as information becomes available.

PROJECT STATUS REPORT - KEY





To enrich lives through effective and caring service



DESIGN CONTROL BOARD MINUTES
April 20, 2011

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

Members Present: Peter Phinney, AIA, Chair (Fourth District); Tony Wong, P.E, Member (Fifth District); David Abelar, Member (Second District)

Members Absent: Simon Pastucha, Member (Third District); Helena Jubany, Vice Chair (First District)

Department Staff Present: Paul Wong Division Chief; Ismael Lopez Planner; Moses Feliz, Secretary

County Staff Present: Tom Faughnan; Principal Deputy County Counsel

Applicants Testifying: Robin Yi and Jason So, O'My Sole; Ken Greenberg, Caruso Affiliated;

1. Call to Order and Pledge of Allegiance

Mr. Phinney called the meeting to order.

Mr. Wong moved to excuse the absences of Mr. Pastucha and Ms. Jubany, seconded by Mr. Abelar, the motion passed unanimously.

Mr. Abelar led the pledge of allegiance.

2. Approval of March 16, 2011 Minutes

Mr. Phinney suggested minor revisions to the minutes.

Mr. Wong moved to approve the minutes with revisions, seconded by Mr. Abelar, the minutes were approved unanimously.

3. Public Comment

Jon Nahhas commented on the County's Strategic Plan and public meeting notification process.

Mr. Phinney asked Mr. Nahhas to summarize his thoughts in an e-mail and send it to the board members for the record.

4. Consent Agenda: None

5. Old Business: None

6. New Business

A. Parcel 50 – Waterside Shopping Center – Consideration of new business identification signs and Design Control Board review related thereto – DCB #11-003

Ismael Lopez provided a project overview.

Robin Yi and Jason So from "O'My Sole" noted they would answer questions from the Board.

Mr. Abelar asked for the awning's distance from the building and materials used.

Jason So stated the frame was made of aluminum. They planned to reuse the existing frame by cutting two feet off the upper portion, and use a new awning fabric.

Mr. Abelar said a cross elevation explaining the awning reduction would be helpful.

Mr. Phinney noted his aesthetic concern that if the awning is being cut down approximately two feet, then it would look different from the rest of the center's signs. He asked the applicant if a bigger sign area was needed or if it was simply a design choice.

Jason So noted that more sign space was needed and that an additional two feet would provide a better visual of the sign.

Ken Greenburg, who represents the landlord, agreed with Mr. Phinney and noted that the awning could be left unmodified and the fabric size can be rescaled to fit.

Mr. Wong moved to approve the signage with the condition that the size of the awning maintains unchanged.

Mr. Phinney stated that the motion was still in discussion and asked the Board members if they had further questions on the matter.

Mr. Wong noted that dimensions should be submitted to staff for the record.

Mr. Phinney made an amendment to the motion to approve the sign as submitted with the advisement that the applicant may at his discretion leave the awning at its current dimension or reduce it by two feet as proposed; motion was seconded by Mr. Wong and approved unanimously.

7. Staff Reports

Paul Wong discussed with the board items 7A. Temporary Permits; 7B Ongoing Activities Report and 7C Marina del Rey and Beach Special Events.

Mr. Phinney added that he would like staff to review motions prior to adjournment.

Mr. Faughnan stated the review of motion is made prior to the approval of each agenda item.

Paul Wong said that the former process to summary the motions at the end of the meeting was changed to the current practice so that the motions are clear to the applicants while they are still at the meeting. The process is working well and should remain unchanged.

8. Adjournment

Mr. Wong moved to adjourn at 1:25 P.M., seconded by Mr. Abelar, meeting was adjourned.

Respectfully Submitted,

Moses Feliz

Temporary Secretary to the Design Control Board

Marina Del Rey Slip Vacancy
July 2011

Length		18-25			26-30			31-35			36-40			41-45			46-50			51 plus			Total	Total	Total
																						Available	Vacant	Vacancy %	
MARINA	AVAIL	VACANT	%VAC	AVAIL	VACANT	%VAC	AVAIL	VACANT	%VAC	AVAIL	VACANT	%VAC	AVAIL	VACANT	%VAC	AVAIL	VACANT	%VAC	AVAIL	VACANT	%VAC				
P7	8	0		80	2	2.50%	44	0	0	42	3	7.14%	12	3	25.00%	7	1	14.29%	21	5	23.81%	214	14	6.54%	
P8	0	0		67	0		91	7	7.69%	63	4	6.35%	9	0		0	0		0	0		230	11	4.78%	
P10	12	0		126	4	3.17%	22	1	4.55%	20	2	10.00%	0	0		0	0		0	0		180	7	3.89%	
P12	0	0		0	0		30	1	3.33%	53	8	15.09%	58	4	6.90%	44	5	11.36%	31	7	22.58%	216	25	11.57%	
P13	0	0		3	1	33.33%	33	2	6.06%	70	8	11.43%	36	8	22.22%	36	3	8.33%	8	2	25.00%	186	24	12.90%	
P15	106	5	4.72%	32	3	9.38%	40	4	10.00%	20	0		20	5	25.00%	18	10	55.56%	0	0		236	27	11.44%	
P18	198	15	7.58%	68	11	16.18%	41	0		39	0		26	0		18	4	22.22%	34	0	0.00%	424	30	7.08%	
P20	42	8	19.05%	59	6	10.17%	21	0		9	0		8	0		0	0		0	0		139	14	10.07%	
P21	121	58	47.93%	51	11	21.57%	0	0		10	0		0	0		0	0		0	0		182	69	37.91%	
P28	0	0		182	61	33.52%	100	39	39.00%	82	10	12.20%	0	0		9	1	11.11%	2	0	0.00%	375	111	29.60%	
P30	8	0		70	10	14.29%	51	3	5.88%	33	0		26	0		52	0		55	3	5.45%	295	16	5.42%	
P41	90	6	6.67%	24	8	33.33%	34	6	17.65%	0	0		0	0		0	0		0	0		148	20	13.51%	
P42-43	109	53	48.62%	120	45	37.50%	70	18	25.71%	36	5	13.89%	0	0		10	3	30.00%	4	2	50.00%	349	126	36.10%	
P44	145	60	41.38%	28	2	7.14%	59	12	20.34%	0	0		0	0		0	0		0	0		232	74	31.90%	
P45	124	54	43.55%	23	1	4.35%	12	2	16.67%	0	0		0	0		0	0		0	0		159	57	35.85%	
P47	53	16	30.19%	81	35	43.21%	29	16	55.17%	6	0		1	1	100.00%	1	1	100.00%	0	0		171	69	40.35%	
P53	34	1	2.94%	23	2	8.70%	37	5	13.51%	9	1	11.11%	0	0		0	0		0	0		103	9	8.74%	
P54	0	0		3	0		0	0		24	7	29.17%	6	0		7	0		14	0	0.00%	54	7	12.96%	
P111	20	3	15.00%	27	2	7.41%	2	1	50.00%	15	2	13.33%	0	0		8	0		39	12	30.77%	111	20	18.02%	
P112	100	1	1.00%	0	0		11	0		24	0		0	0		0	0		40	4	10.00%	175	5	2.86%	
P125I	13	0		118	28	23.73%	88	12	13.64%	60	12	20.00%	11	0		22	6	27.27%	8	4	50.00%	320	62	19.38%	
P132	29	6	20.69%	3	0		68	6	8.82%	58	0		45	1	2.22%	39	0		20	0	0.00%	262	13	4.96%	
TOTAL	1212	286	23.60%	1188	232	19.53%	883	135	15.29%	673	62	9.21%	258	22	8.53%	271	34	12.55%	276	39	14.13%	4761	810	17.01%	



To enrich lives through effective and caring service



August 9, 2011

Santos H. Kreimann

Director

Kerry Silverstrom

Chief Deputy

Gary Jones

Deputy Director

To: Small Craft Harbor Commission

From: *Kerry Silverstrom for*
Santos H. Kreimann, Director

SUBJECT: **ITEM 7a - ONGOING ACTIVITIES REPORT
REVISIONS TO COUNTY ORDINANCE**

Attached please find a copy of the proposed ordinance amending Title 19 – Airports and Harbors of the Los Angeles County Code, relating to the operation of the County's harbors presented by Principal Deputy County Counsel Thomas J. Faughnan to his superiors for review. Although we cannot say this is the draft in its final form, we nevertheless wanted to present it for your review, as this item is contemplated for the Board of Supervisors' August 23, 2011 agenda, along with proposed amendments to the ordinance related to our beach operations, Title 17 – Parks, Beaches and Other Public Areas.

The majority of revisions from the proposed ordinance you previously saw are wordsmithing or cleanup. For instance, although we had initially been informed not to make changes that would continue to remain in other provisions of the Titles, e.g., making the text gender neutral or capitalizing certain persons, there has now been a shift at County Counsel and language changes such as these will occur as various provisions are otherwise revised.

However, there are a few substantive changes from the draft you earlier saw, which are as follows:

- (1) Section 19.12.100 – The proposed revision continues to escalate certain violations into misdemeanors, e.g., those relating to toilet fixtures; discharge of refuse, waste, or petroleum, coal or paint products; and discharge of firearms. However, the additional latitude we wanted to include with respect to infraction fines has been eliminated, as there is no underlying State law that would allow this. Instead, infraction fines will remain at no more than \$100 for the first violation, \$200 for the second violation within one year, and not exceeding \$500 for each additional fine within one year.

- (2) Section 19.12.380 and others – The word “Permit” throughout the original proposed revisions has been changed throughout the current draft to “License” for more consistency with State law. Accordingly, the definition provided for “Permit” in the earlier draft now defines “License” in the present draft, for instance.
- (3) Section 19.12.1005 – In response to public comment received, we have amended this added provision by indicating a person shall register with Chace Park staff immediately after, as opposed to prior to, docking at a Chace Park dock.

We welcome any additional comments your Commission or the public may have with respect to this proposed amending ordinance.

SHK:ks
Attachment

ANALYSIS

This ordinance amends Title 19 - Airports and Harbors of the Los Angeles County Code relating to operation of the County's harbors. This amendment places restrictions on anchoring on the shoreward side of the Marina del Rey detached breakwater and the approaches to Marina del Rey Small Craft Harbor, adds license requirements for the use of public areas of Marina del Rey, and modifies provisions relating to parking and unlawful activities.

ANDREA SHERIDAN ORDIN
County Counsel

By
THOMAS J. FAUGHNAN
Principal Deputy County Counsel
Property Division

TJF:gl

6/1/11 (Requested)

7/27/11 (Revised)

ORDINANCE NO. _____

An ordinance amending Title 19 – Airports and Harbors of the Los Angeles County Code, relating to the operation of the County's harbors.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 19.12.050 is hereby amended to read as follows:

19.12.050 Enforcement – Director, Fire Chief, and/or sSheriff powers and duties.

The ~~d~~Director, Fire Chief, and/or sSheriff shall have the power and duty to enforce the laws, ordinances, traffic, and safety regulations covering usage of ~~e~~County harbors and other maritime facilities and waterways, and beaches under ~~his~~their jurisdiction.

SECTION 2. Section 19.12.053 is hereby added to read as follows:

19.12.053 Compliance with Code Enforcement Officer order.

It is unlawful to fail or refuse to comply with any lawful order, signal, or direction of a Code Enforcement Officer wearing a badge or insignia when, in the course of the Code Enforcement Officer's duties, the Code Enforcement Officer is seeking to enforce any provision of this code.

SECTION 3. Section 19.12.100 is hereby amended to read as follows:

19.12.100 Violation – Penalty.

A. Violation of any sections of this chapter is an infraction punishable by:
(1) a fine not exceeding \$100.00 for a first violation; (2) a fine not exceeding \$200.00 for

a second violation within one year; and (3) a fine not exceeding \$500.00 for each additional violation within one year.

B. Notwithstanding the above ~~provisions~~, violation of Sections 19.12.690, 19.12.810, 19.12.1040, 19.12.1100, 19.12.1120, 19.12.1140, 19.12.1150, 19.12.1160, 19.12.1170, 19.12.1250, 19.12.1280, 19.12.1370(b), 19.12.1380, 19.12.1390, 19.12.1400, 19.12.1420(b), 19.12.1420(e), 19.12.1420(f), and 19.12.1420(g), and 19.12.1420(q) of this chapter is a misdemeanor, punishable by a fine not exceeding ~~\$500.00, or by~~ \$1,000.00 or imprisonment in the County Jail for a period not exceeding six months, or by both such fine and imprisonment.

C. A repetition or continuation of any violation of any provision of this chapter, or of any order or direction of the ~~d~~Director, Fire Chief, and/or Sheriff on successive days, constitutes a separate offense for each day during any portion of which such violation is committed, continued, or permitted.

SECTION 4. Section 19.12.250 is hereby amended to read as follows:

19.12.250 Director.

"Director" means the ~~d~~Director of bBeaches and hHarbors, the Chief Deputy, or other person authorized by him/her pursuant to law to act in his/her stead.

SECTION 5. Section 19.12.265 is hereby added to read as follows:

19.12.265 District.

"District" means the Consolidated Fire Protection District of the County.

SECTION 6. Section 19.12.325 is hereby added to read as follows:

19.12.325 Fire Chief.

"Fire Chief" means the Fire Chief of the District or his/her designee.

SECTION 7. Section 19.12.380 is hereby added to read as follows:

19.12.380 License.

"License" means a document issued by the Director granting permission for the non-exclusive use of any specified public area of Marina del Rey. This includes right-of-entry licenses for construction-related activities and harbor use licenses for events and activities in the Marina as set forth in Section 19.12.1293, which must be obtained prior to the start date of the event or activity.

SECTION 8. Section 19.12.453 is hereby added to read as follows:

19.12.453 Owner.

"Owner" means a person having all the incidents of ownership, including the legal title, of a vessel whether or not that person lends, rents, or pledges the vessel; the person entitled to the possession of a vessel as the purchaser under a conditional sale contract; or the mortgagor of a vessel. "Owner" does not include a person holding legal title to a vessel under a conditional sale contract, the mortgagee of a vessel, or the renter or lessor of a vessel to the State or to any county, city, district, or political subdivision of the state under a lease, lease-sale, or rental-purchase agreement that grants possession of the vessel to the lessee for a period of 30 consecutive days or more.

SECTION 9. Section 19.12.455 is hereby added to read as follows:

19.12.455 Park.

"Park" means every park, roadside rest, or open space easement to which the public has an unrestricted right of access and use for park or recreation purposes, and every other recreation facility owned, managed, or controlled by the County in Marina del Rey and under the jurisdiction of the Director.

SECTION 10. Section 19.12.650 is hereby amended to read as follows

19.12.650 Liability limitations – Owner responsibility.

Any person using the facilities within the limits of a harbor, waterway, or maritime facility shall assume all risk of damage or loss to his property and the County, the District, or department assumes no risk on account of fire, theft, act of God, or damages of any kind to vessels within the harbor, waterway, or maritime facility.

SECTION 11. Section 19.12.730 is hereby amended to read as follows:

19.12.730 Overnight camping and similar activities restricted.

It shall be unlawful for any person, other than one specifically authorized by permit, license, or lease from the County, to camp, lodge, sleep, or tarry overnight upon any public portion of a harbor, waterway, or maritime facility, or to erect, maintain, use, or occupy any tent, lodge, shelter, structure, recreational vehicle, motor home, house trailer, travel trailer, trailer coach, park trailer, camping trailer, truck camper, slide-in camper, or other conveyance used as a place of abode.

SECTION 12. Section 19.12.740 is hereby amended to read as follows:

19.12.740 Alcoholic beverage restrictions.

With the exception of navigable waters, a person shall not enter, be, or remain within any public area of a harbor or maritime facility while serving, selling, giving away, or consuming any alcoholic beverage, unless advance written approval, whether by license or otherwise, is obtained from the Director.

SECTION 13. Section 19.12.930 is hereby amended to read as follows:

19.12.930 Disposal of bait.

Except as provided in this Part 5, no person shall put, place, or cause to be put or placed any live bait, any dead bait, or any portions thereof into the waters of a County harbor, waterway, or maritime facility except when such bait is then being lawfully used for the purpose of fishing or advance written approval is obtained from the Director.

SECTION 14. Section 19.12.970 is hereby amended to read as follows

19.12.970 Anchoring restrictions.

A. A person shall not anchor a vessel or occupy a mooring buoy within a County harbor, waterway, or maritime facility without first obtaining permission of the Harbor Master, unless an emergency exists where time is of the essence; in which case, such person shall ~~immediately~~ after stabilization has occurred, report the emergency condition to the Harbor Master and shall thereafter move and secure the vessel in accordance with the Harbor Master's instructions.

B. The ~~h~~Harbor ~~m~~Master may permit vessels to anchor or occupy a mooring buoy for such period of time as he/she may prescribe, and in areas he/she so designates. All vessels so anchored or occupying a mooring between sunset and sunrise shall display lights as prescribed by federal and state laws, rules, and regulations regarding anchor lights in inland waters, except when anchored or moored within the special anchorage areas prescribed for Marina del Rey in Code of Federal Regulations, Title 33.

C. No person shall anchor a vessel or occupy a mooring buoy on the shoreward side of a line drawn through Light #1 and Light #2 of the Marina del Rey detached breakwater, extending to points 1,000 feet southeast of Light #1 (33° 57.360' N, 118° 27.527' W) and 1,000 feet northwest of Light #2 (33° 57.956' N, 118° 27.951' W), without first obtaining permission of the Harbor Master, unless an emergency exists where time is of the essence; in which case, such person shall, after stabilization has occurred, report the emergency condition to the Harbor Master and shall thereafter move and secure the vessel in accordance with the Harbor Master's instructions.

D. The Harbor Master may remove a vessel in violation of subsection A or C of this section without liability for any damage thereto, and such vessel shall remain in his/her custody until claimed by the owner, who shall pay all expenses incurred by the County in connection with its removal and storage as set forth in Section 19.12.1080 of this Part 6. If the owner refuses to reclaim the vessel, he/she shall be liable for any costs incurred by the County in effecting removal, storage, sale, or disposition of such property. If an owner cannot be identified, the operator or person responsible for

anchoring or mooring the vessel in violation of subsection A or C of this section shall be liable for any costs incurred by the County in effecting removal, storage, sale, or disposition of such property.

SECTION 15. Section 19.12.1005 is hereby added to read as follows:

19.12.1005 Docking at Chace Park transient docks.

A. Immediately after docking, mooring, or making fast or secure a vessel at a Chace Park transient dock, an owner must register with the Chace Park staff, however, between the hours of 10:00 p.m. and 6:00 a.m., an owner must register at the Harbor Master's office prior to docking, mooring, or making fast or secure a vessel at a Chace Park transient dock.

B. Any vessel docked, moored, or made fast or secure to the four-hour dock must vacate the dock within that time period commencing when the vessel is first docked, moored, or made fast or secure to the dock and ending four consecutive hours later.

C. If violations of either A or B above occur and the owner, operator, or person in charge of the offending vessel cannot be located within a reasonable time, the Harbor Master may, at his/her discretion, remove the vessel without liability for any damage thereto, and such vessel shall remain in his custody until claimed by the owner, who shall pay all expenses incurred by the County in connection with its removal and storage as set forth in Section 19.12.1080 of this Part 6. If the owner refuses to reclaim the vessel, he/she shall be liable for any costs incurred by the County in effecting removal, storage, sale, or disposition of such property. If an owner cannot be identified,

the operator or person responsible for anchoring or mooring the vessel in violation of subsection A or B of this section shall be liable for any costs incurred by the County in effecting removal, storage, sale, or disposition of such property.

SECTION 16. Section 19.12.1100 is hereby amended to read as follows:

19.12.1100 Toilet fixtures – Use restrictions — Permit required —
when prohibited.

Vessel's Toilet Fixtures Not to be Used. No person shall operate the toilet fixtures of a vessel within a eCounty harbor, waterway₁ or maritime facility at any time so as to cause or permit to pass or to be discharged into the waters of such harbor, waterway₁ or maritime facility any excrement, sewage, or other waste matter or contaminant of any kind.

SECTION 17. Section 19.12.1292 is hereby added to read as follows:

19.12.1292 License requirements.

A license must be obtained for the non-exclusive use of any public area of Marina del Rey for the following events and activities:

- A. Organized group or sponsored gatherings of 50 or more persons;
- B. Weddings and receptions, memorial services, and other ceremonial events;
- C. Use of amplified sound;

D. Cooking, except in personal barbecues brought to the Marina Beach picnic shelters for this purpose, and in compliance with Section 17.12.370 of Title 17 of this code.

E. Use of generators;

F. Commercial and/or sporting events, including, but not limited to, private parties, marathons, triathlons, 5K/10Ks, and walks;

G. School or organized youth groups, including field trips and beach cleanups;

H. Classes, clinics, and recreational camps, including, but not limited to, kayaking and canoe lessons, day camps, exercise classes, physical fitness training, including "boot camps," and yoga classes;

I. Use of alcohol in connection with an event as authorized by the Director for which the sponsoring organization is properly licensed by the State Department of Alcoholic Beverage Control (conditions apply);

J. Use of signage or structures (e.g., inflatables, banners);

K. Commercial filming or photography;

L. Construction-related activities; and

M. Other activities or events, as determined by the Director.

SECTION 18. Section 19.12.1294 is hereby added to read as follows:

19.12.1294 Events.

The decision of the Director to deny an application for a license is final and is not subject to administrative appeal.

SECTION 19. Section 19.12.1296 is hereby added to read as follows:

19.12.1296 Violation of licenses.

Persons violating the terms and conditions of a license or persons participating in an organized event without a properly issued license, as well as any personal property connected therewith, may be removed from any public area by Peace Officers, in addition to such other penalties as this code or the laws of the State of California may provide.

SECTION 20. Section 19.12.1298 is hereby added to read as follows:

19.12.1298 Modification or revocation of licenses.

Any Peace or Code Enforcement Officer or the Director or any department employee he/she authorizes shall be empowered to modify or revoke a license issued by the department, at any time during the event, if the Director or someone he/she authorizes or a Peace or Code Enforcement Officer has cause to believe that the event or activity conducted pursuant to a license poses a danger to public health or safety and/or prevents the orderly use of any public area of Marina del Rey. A license may also be revoked or modified by the Director or Peace or Code Enforcement Officer if the event is conducted in violation of any federal, state, or local law or ordinance.

SECTION 21. Section 19.12.1330 is hereby amended to read as follows:

19.12.1330 Motor vehicles--Parking restrictions.

A. Designated Spaces. No person shall park a vehicle in other than an established or designated parking space; for such vehicle, nor shall any part of the vehicle, including awnings, or other personal property of the vehicle owner, operator, or person in charge of the vehicle extend beyond parking space markings. ~~and s~~Such use shall be in accordance with the posted directions thereat and/or with the instructions of any attendant who may be present. All vehicles must have a current government-issued registration decal/sticker to park in Marina del Rey.

B. Double Parking. No person shall double-park any vehicle ~~unless directly by official permission~~without prior written permission from the Director.

C. Vehicles or Trailers Parked Over 48 Hours. The owner or operator of any vehicle and/or boat trailers to be left in public parking areas more than 48 hours shall register with the ~~harbor master~~department, either in person or by telephone, and it shall be a violation of this Part 9 to fail to do so.

D. Camping and Recreational Vehicles Prohibited From Parking Between 210:00 ~~a~~p.m. and 6:00 a.m. in Public Parking Areas. No person shall park any van, recreational vehicle, motorhome, camper, or trailer, nor shall any person park any other vehicle which has been designed, built, or modified for use for camping or any form of human habitation, upon any public parking lot or other area designated for public parking within Marina del Rey between the hours of 210:00 ~~a~~p.m. and 6:00 a.m. without first registering with, and obtaining authorization from the ~~harbor master~~department. No

person allowed to park such vehicle within Marina del Rey shall operate a generator outside of the vehicle at any time. No authorization shall be issued for any parking which would result in the violation of any provision of this code.

E. Parking Overnight Restriction. No vehicle may park overnight more than seven times in any 30-day period in any public parking lot or other area designated for public parking within Marina del Rey without obtaining authorization from the department.

F. Oversized Vehicles. All vehicles over 20 feet in length are defined as oversized and are prohibited from standing/parking upon any public parking lot or other areas designated for public parking within Marina del Rey, except at the County Public Launch Ramp parking lot, where tandem parking spaces are available. Oversized vehicles parking at the County Public Launch Ramp parking lot shall be charged double the normal parking fee for regular-sized vehicles for that lot. Buses parking at the County Public Launch Ramp parking lot shall be charged triple the normal parking fee for regular-sized vehicles for that lot.

G. Oversized Vehicle Prohibition. All vehicles over 40 feet in length are prohibited from standing/parking upon any public parking lot or other area designated for public parking within Marina del Rey without authorization from the department.

H. Commercial Vehicle Prohibition. No commercial vehicle may park overnight in any public parking lot or other area designated for public parking within Marina del Rey without obtaining authorization from the department.

I. Parking Only. Public parking lots or other areas designated for public parking within Marina del Rey are for parking purposes only, unless an exemption is granted by the Director. No person shall conduct or perform or cause to be performed any repairs, alterations, maintenance, cleaning, or other work upon any type of vehicle or trailer or cause any materials or substance, including but not limited to paint, oil, or other petroleum products, dirt, paint sandings or chips, wood sandings, or other residue or debris, to be deposited upon County property.

J. No cooking shall occur in any parking lot unless a license therefor has been obtained or the express written permission of the Director has been secured and can be produced upon demand.

~~E~~K. Vehicles displaying valid veterans special license plates issued pursuant to the provisions of California Vehicle Code sections 5007(a)(2) (disabled veteran), 5101.3 (Pearl Harbor survivor), 5101.4 (Medal of Honor and Distinguished Service Cross), 5101.5 (former American prisoner of war), 5101.6 (Congressional Medal of Honor), or 5101.8 (Purple Heart recipient) shall be exempt from the payment of any fees for parking in eCounty-owned or eCounty-operated public parking lots during such days and times that parking fees at such lots are required to be deposited into a parking meter or paid directly to a parking attendant, but not where entrance or exit from the involved lot is controlled solely by an automated system. This fee exemption shall not apply on weekends or holidays, other than Veterans Day, to the extent parking fees are otherwise payable on such days. Vehicles entitled to the above exemption shall be subject to any other applicable restrictions pertaining to parking at the involved location.

SECTION 22. Section 19.12.1370 is hereby amended to read as follows:

19.12.1370 Animals prohibited – Exceptions.

A person shall not bring nor allow into the waters of the harbor, or adjacent to or on any ~~public beach, recreation area or other public area of the harbor~~ Marina del Rey, animals of any kind except as hereinafter provided:

A. Cats and Dogs. A person may bring or keep a dog or cat if such dog or cat is at all times kept on a leash not to exceed six feet in length, and said dog or cat is kept under the full control of such person; provided, no person shall bring nor permit a dog or cat on the sand area of any public beach nor any other area within the harbor for which the ~~d~~Director, by the posting of signs, has prohibited such dogs or cats.

B. Horses. If the ~~d~~Director finds that at certain times or under specified conditions or at designated places a person can ride a horse, mule, burro or donkey, or other similar animal, or can lead such animal without interference with the use of a public beach, recreation, or other public area of the harbor, he/she may grant such person permission to do so.

C. Should any animal mentioned in this section cause excrement to be discharged in a public park, beach, recreation, or other public area of the harbor, the owner or custodian of the animal shall immediately remove the excrement and forthwith clean the area so that it will not be offensive to the senses of any person coming into proximity thereto.

SECTION 23. Section 19.12.1400 is hereby amended to read as follows:

19.12.1400 Vessels – Servicing and repair restrictions.

A. It is unlawful for any person to conduct or perform or cause to be performed any repairs, alterations, maintenance, or other work upon or to any vessel which in any manner causes or would reasonably tend to cause any materials or substance, including but not limited to paint, oil or other petroleum products, dirt, paint sandings or chips, wood sandings, or other residue or debris, to enter into the waters of Marina del Rey, or to be deposited upon vessels, docks, structures, or property of another.

B. Minor alterations and additions and major repairs may only be performed in a manner approved by the ~~d~~Director and in areas so designated for that purpose and it shall be a violation of this section to conduct or perform such ~~major~~ alterations, additions, and repairs without such approval or in such designated areas.

SECTION 24. Section 19.12.1420 is hereby amended to read as follows:

19.12.1420 Unlawful acts at public ~~beaches and recreation areas.~~

At any ~~public beach, recreation area, or other~~ public area within said Marina del Rey Harbor as herein described, it is unlawful and a violation of this Part 9, except by written permission of the ~~d~~Director and/or ~~H~~Harbor ~~m~~Master, unless otherwise indicated, for:

A. Any person to climb over, upon, or along the concrete bulkhead walls encompassing the waters of the harbor;

B. Any person to operate or manipulate water skis or aquaplanes within the limits of the harbor;

C. Any person operating a vessel to tow any object, structure, or vessel at a distance in excess of 75 feet astern of the towing vessel;

D. Any person to engage in swimming or wading within the waters of the harbor except in zones marked by signs posted by the ~~d~~Director or Harbor Master, or within waters under private lease except as authorized by the lessee or person responsible for such leased premises;

E. Any person to operate a hydrofoil craft, seaplane, airpropeller-driven watercraft, or paddleboard, surfboard, sailboard, paraglide, kite board, bodyboard, surf mat, or similar craft or device propelled principally by manual or said power on the waters of the harbor;

F. Any person to loiter ~~on~~at any ~~beach~~public area at any time between the hours of 10:00 p.m. and 6:00 a.m. of the following day;

G. Any person to light or maintain any fire ~~except in a stove, barbecue, brazier or fire circle, or other place provided for that purpose~~except within barbecues located at, or personal barbecues brought to, public picnic shelters, in which only charcoal and newspaper may be placed for igniting purposes only, or by written permission of the Director, and in compliance with Section 17.12.370 of Title 17 of this code;

H. Any person to cook in any parking lot unless a license therefor has been obtained or the express written permission of the Director has been secured and can be produced upon demand;

I. Any person to smoke at any park, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted in designated areas, at the discretion of the Director.

HJ. Any person to change clothes on any beach at any public area or in any comfort station except in that portion, if any, designated for such purposes;

IK. Any person to solicit in any manner or for any purpose or sell or offer for sale any goods, wares, merchandise or services, or distribute or pass out any handbill, advertising matter, or literature therein except:

1. By any concession operating under license granted by the Board of Supervisors of the County of Los Angeles, and

2. When found by the Director to be consistent with the policies of the department, or to promote the program of the department under conditions prescribed by him;

JL. Any person to operate the motor of a vessel at high rpm with the gears engaged when vessel is moored or secured in a slip or berth whereby wash of the

propeller will cause turbulent waters that will create a hazard to other vessels, persons, or property;

KM. Any person to place, throw, leave, keep, or maintain any broken bottle, glass, crockery, or sharp or pointed article or thing in such a manner that any person or animal may be cut, pricked, or in any way be injured thereby;

LN. Any person to throw, place, or dispose of any garbage, refuse, food, beverage, container, plastic bag, bottle, or can in any place other than into a garbage can or other receptacle maintained therein for that purpose;

MO. Any person to throw, place, or dispose of hot coals, ashes, ~~or any~~ wastepaper, or flammable or combustible material in any place other than into an incinerator or into some box, can, trench, or receptacle maintained therein for that purpose, except by written permission of the Director;

NP. Any person to intentionally throw any ball or object upon, along, or across any road or driveway, or at or toward any vessel or vehicle; nor shall a person throw or otherwise propel any missile or mud or sand in such a manner anywhere that it may cause injury, harm, or interfere with another person or animal;

OQ. Any person to discharge or shoot any firearm, air gun, slingshot, or bow and arrow, except at ranges which may be designated for such purpose ~~by the director~~;

PR. Any person to dig, remove, destroy, injure, mutilate, or cut any tree, plant, shrub, bloom, or flower, or any portion thereof; nor shall any person remove any wood, turf, grass, soil, rock, sand, or gravel;

QS. Any person, other than a duly authorized eCounty employee in the performance of his duties or by written permission of the Director, to:

1. Cut, break, injure, deface, or disturb any rock, building, cage, pen, monument, sign, fence, bench, structure, apparatus, equipment, or property, or any portion thereof,

2. Mark or place thereon or on any portion thereof any mark, writing, or printing, or

3. Attach thereto any sign, card, display, or other similar device;

RT. Any person to disturb the peace and quiet by:

1. Any unduly loud playing of music, or causing or producing any boisterous or unusual noise, including amplified sound exceeding exterior levels specified for residential areas under the Noise Ordinance of this code (Section 12.08.430 et seq. of Title 12),

2. Any ~~needleless~~ repetitive tooting, blowing, or sounding any automobile horn, siren, signal, or noise-making device,

3. Any tumultuous conduct,

4. Any use of vulgar, profane, or indecent language therein,

5. Any undue operation of a vessel or vehicle motor at high rpm whereby engine or exhaust noise is unusually loud; and/or

6. Any type of motor vehicle or trailer maintenance, repair, or cleaning at any eCounty facility without the prior written consent of the eDirector.

[1912050TFCC]